

**AGENDA**  
**Board of Directors Meeting**  
**March 5, 2025**

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

**\*\*\*Convene Regular Meeting immediately following Closed Session\*\*\***

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

**Board of Directors**

**President**

Ray Marquez, Council Member  
*City of Chino Hills*

**Vice-President**

Rick Denison, Council Member  
*Town of Yucca Valleys*

Daniel Ramos, Mayor Pro Tem  
*City of Adelanto*

Art Bishop, Mayor Pro Tem  
*Town of Apple Valley*

Timothy Silva, Mayor  
*City of Barstow*

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

Eunice Ulloa, Mayor  
*City of Chino*

Frank Navarro, Mayor  
*City of Colton*

Acquanetta Warren, Mayor  
*City of Fontana*

Bill Hussey, Mayor  
*City of Grand Terrace*

Josh Pullen, Council Member  
*City of Hesperia*

Larry McCallon, Mayor Pro Tem  
*City of Highland*

Ronald Dailey, Mayor Pro Tem  
*City of Loma Linda*

John Dutrey, Mayor  
*City of Montclair*

Janet Jernigan, Mayor  
*City of Needles*

Alan Wapner, Council Member  
*City of Ontario*

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

Mario Saucedo, Mayor  
*City of Redlands*

Joe Baca, Mayor  
*City of Rialto*

Helen Tran, Mayor  
*City of San Bernardino*

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

Rudy Zuniga, Mayor Pro Tem  
*City of Upland*

Debra Jones, Council Member  
*City of Victorville*

Judy Woolsey, Council Member  
*City of Yucaipa*

Paul Cook, Supervisor  
*County of San Bernardino*

Jesse Armendarez, Supervisor  
*County of San Bernardino*

Dawn Rowe, Supervisor  
*County of San Bernardino*

Curt Hagman, Supervisor  
*County of San Bernardino*

Joe Baca, Jr., Supervisor  
*County of San Bernardino*

Catalino Pining, Caltrans  
*Ex-Officio Member*

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

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

**AGENDA**

**Board of Directors**

**March 5, 2025**

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

**CLOSED SESSION**

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

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

- a. SBCTA--*Pulice Construction, Inc. v. SBCTA, et al.*  
OAH Case No. A-0007-2021
- b. SBCTA--*SBCTA v. The Lane-Security Paving Joint Venture*  
San Bernardino Superior Court Case No. CIVSB 2305070
- c. SBCTA--*Southwest Jet Fuel Co. v. California Department of Tax and Fee Administration*  
Fresno Superior Court Case No. 22CECG01224; Fifth Dist. Court of Appeal Case No. F087656
- d. SBCTA--*George Nersisian v. Paul Alvaranza, SBCTA, et al.*  
San Bernardino Superior Court Case No. CIVSB 2305744
- e. SBCTA--*Family Fun Center, Upland, LLC v. Security Paving Company, Inc., Lane Construction Corp., SBCTA, et al.*  
San Bernardino Superior Court Case No. CIVSB 2326404
- f. SBCTA--*Rafael Ramirez v. City of Hesperia, County of San Bernardino, SBCTA, et al.*  
San Bernardino Superior Court Case No. CIVSB 2332401
- g. SBCTA--*Jason Chiakowsky, Greyson Chiakowsky v. SCRRA, City of Redlands, County of San Bernardino, San Bernardino County Transit [sic] Authority et al.*  
San Bernardino Superior Court Case No. CIVSB 2402748
- h. SBCTA--*Elecnor Belco Electric, Inc. v. Security Paving Company, Inc.; The Western Surety Company; SBCTA, et al.*  
San Bernardino Superior Court Case No. CIVSB 2425290

**\*\*\*Convene Regular Meeting immediately following Closed Session\*\*\***

**1170 W. 3<sup>rd</sup> Street, 1<sup>st</sup> Floor Lobby Board Room, San Bernardino**

**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.

**Message from the Clerk:** Pursuant to Government Code 54952.3, today the Board of Directors’ will be acting in the capacity of both the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG). Each Board Member will be entitled to receive a \$100 stipend for doing business as the Authority and a \$100 stipend for doing business as the SBCOG. Compensation rates are set pursuant to the California Public Utilities Code and the SBCOG Bylaws.

## **CALL TO ORDER**

(Meeting Chaired by Ray Marquez)

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

Pg. 18

### **Public Comment**

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

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

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

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

Pg. 19

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

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

## **INFORMATIONAL ITEMS**

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

#### **2. December 2024 and January 2025 Procurement Report**

Pg. 21

Receive the December 2024 and January 2025 Procurement Report.

**Presenter: Alicia Bullock**

**This item was received by the General Policy Committee on February 12, 2025.**

#### **3. Measure I Revenue**

Pg. 28

Receive report on Measure I receipts for Measure I 2010-2040. **Presenter: Lisa Lazzar**

**This item was received by the General Policy Committee on February 12, 2025.**

#### **4. Bi-Annual Fiscal Year 2023/2024 Railroad Right-of-Way Grants of Right of Use Report**

Pg. 30

Receive and file the first half of Fiscal Year 2024/2025 (July 2024 through December 2024) Right-of-Way Grants of Right of Use Report. **Presenter: Ryan Aschenbrenner**

**This item was received by the Transit Committee on February 13, 2025.**

5. **San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2024/2025 First Quarter** Pg. 32  
 Receive and file the First Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2024/2025.  
**Presenter: Nancy Strickert**  
**This item was received by the Transit Committee on February 13, 2025.**
6. **Transit and Rail Programs Contract Change Orders to On-Going Contracts** Pg. 56  
 Receive and file Change Order Report.  
**Presenter: Victor Lopez**  
**This item was received by the Transit Committee on February 13, 2025.**
7. **Project Delivery Contract Change Orders to On-Going Contracts** Pg. 58  
 Receive and file Change Order Report.  
**Presenter: Kristi Harris**  
**This item was received by the Board of Directors Metro Valley Study Session on February 13, 2025.**

### **CONSENT CALENDAR**

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

#### **Consent - Administrative Matters**

8. **Extension Requests for Fiscal Year 2023/2024 Measure I Local Street Program Funds Audits** Pg. 64  
 That the Board, acting as the San Bernardino County Transportation Authority:  
 Grant an extension to May 31, 2025, to complete the audit for Fiscal Year 2023/2024 Measure I Local Street Program funds for the City of Adelanto and Town of Apple Valley.  
**Presenter: Lisa Lazzar**  
**This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 12, 2025.**
9. **Award Contract No. 25-1003184 for Investment Advisory Services** Pg. 67  
 That the Board, acting as the San Bernardino County Transportation Authority:  
 Award Contract No. 25-1003184 to U.S. Bancorp Asset Management, Inc., to provide Investment Advisory Services for a three-year term in an amount not-to-exceed \$405,000, to be funded with Measure I Administration funds, with two one-year options for a total not-to-exceed contract amount of \$675,000.  
**Presenter: Lisa Lazzar**  
**This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 12, 2025. SBCTA General Counsel, Enterprise Risk Manager, and Procurement Manager have reviewed this item and the draft agreement.**

**10. Release of Request for Proposals No. 25-1003245 for Disadvantaged Business Enterprise Consulting Services** Pg. 98

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

Authorize the release of Request for Proposals No. 25-1003245 for Disadvantaged Business Enterprise Consulting Services.

**Presenter: Alicia Bullock**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 12, 2025. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft RFP.**

**11. MSRC Technical Advisory Committee Appointment** Pg. 103

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

A. Receive information on the Mobile Source Air Pollution Reduction Review Committee (MSRC) Technical Advisory Committee (TAC) appointment.

B. **Delegate the selection process** ~~Provide direction on a mechanism~~ to fulfill the appointment for one representative appointed by SBCTA to represent all Cities of San Bernardino County within the South Coast Air Quality Management District (SCAQMD) **to occur at the City/County Managers' Technical Advisory Committee meeting**, and approve a two-year term for this appointment.

C. ~~Subject to direction provided,~~ **Delegate authority** to the SBCTA Board President or Executive Director to appoint the MSRC-TAC member.

**Presenter: Marleana Roman**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 12, 2025. SBCTA General Counsel has reviewed this item.**

**Consent - Air Quality/Traveler Services**

**12. San Bernardino Council of Governments Inland Regional Energy Network 2028 Business Plan Update** Pg. 105

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

Receive an update on the San Bernardino Council of Governments Inland Regional Energy Network activities and 2028 Business Plan.

**Presenter: Jennifer Aguilar**

**This item was received by the General Policy Committee on February 12, 2025.**

**Consent - Project Delivery**

**13. Contract Awards for On-Call Right-of-Way Services to Support Project Delivery Projects and Programs** Pg. 111

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

A. ~~Approve award of~~ **Authorize the Executive Director, or his designee, to finalize and execute** Contract No. 25-1003206 to Epic Land Solutions, Inc., for On-Call Right-of-Way Services, to support current and future Project Delivery projects and programs, for an amount described in Recommendation D, for a three-year term with two one-year options to extend, **subject to approval as to form by SBCTA General Counsel.**

Agenda Item 13 (cont.)

~~B. Approve award of~~ **Authorize the Executive Director, or his designee, to finalize and execute** Contract No. 25-1003258 to Monument ROW, a California corporation, for On-Call Right-of-Way Services, to support current and future Project Delivery projects and programs, for an amount described in Recommendation D, for a three-year term with two one-year options to extend, **subject to approval as to form by SBCTA General Counsel.**

~~C. Approve award of~~ **Authorize the Executive Director, or his designee, to finalize and execute** Contract No. 25-1003259 to Overland, Pacific & Cutler, LLC, a TranSystems Company, for On-Call Right-of-Way Services, to support current and future Project Delivery projects and programs, for an amount described in Recommendation D, for a three-year term with two one-year options to extend, **subject to approval as to form by SBCTA General Counsel.**

D. Approve a combined total not-to-exceed amount of \$8,000,000 for Epic Land Solutions, Inc., (No. 25-1003206), Monument ROW, a California corporation (No. 25-1003258), and Overland, Pacific & Cutler, LLC, A TranSystems Company (No. 25-1003259).

**Presenter: Tracy Escobedo**

**This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 13, 2025. The recommendation was updated to reflect a revision read into the record during the meeting, which is to delegate authority to the Executive Director to finalize and execute the contracts, subject to approval as to form by General Counsel. This is due to insurance still being worked through and the contracts not yet finalized. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreements.**

**14. State Route 18 Median Widening and Re-Profiling Project Release Request for Proposals and Caltrans Cooperative Agreement** Pg. 253

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

A. Authorize the Executive Director, or his designee, to execute Cooperative Agreement No. 25-1003239 with the California Department of Transportation (Caltrans) for the Project Approval/Environmental Document phase for the State Route 18 Median Widening and Re-Profiling Project (Project), which designates SBCTA as the implementing agency and Caltrans as the oversight agency.

B. Authorize the release of Request for Proposals No. 25-1003240 for Professional Services for the preparation of the Project Approval/Environmental Document for the Project.

**Presenter: Sal Chavez**

**This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on February 21, 2025. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item, the draft cooperative agreement, and the draft request for proposals.**

**15. California Department of Transportation Interstate 15 Pavement Rehabilitation Project** Pg. 294

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

**Presenter: Kristi Harris**

**This item was received by the Mountain/Desert Policy Committee on February 21, 2025.**

**16. US 395 Phase 2 Widening Project Construction Cooperative Agreement No. 25-1003261 with California Department of Transportation** Pg. 301

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

Authorize the Executive Director, or his designee, to finalize and execute Cooperative Agreement No. 25-1003261, upon approval as to form by SBCTA General Counsel, with the California Department of Transportation for the construction phase of the US 395 Phase 2 Widening Project which specifies roles, responsibilities, and funding between the two agencies including identifying SBCTA as the implementing agency for construction. The agreement includes a State contribution of \$7,652,000 from the State Highway Operations and Protection Program funds and a not-to-exceed amount of \$180,000 for Department Furnished Materials to be paid with Measure I Victor Valley Major Local Highway Projects Program funds.

**Presenter: David Tan**

**This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on February 21, 2025. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft agreement.**

**17. Interstate 10 Corridor Freight and Express Lanes Contract 2 Construction Cooperative Agreement and Amendment to Toll Facility Agreement with California Department of Transportation** Pg. 327

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

A. Authorize the Executive Director, or his designee, to finalize and execute Agreement No. 25-1003249 with the California Department of Transportation (Caltrans) for the construction phase of the Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2A, in a not-to-exceed amount of \$7,444,000, to be paid with \$7,008,000 in Federal funds that Caltrans will access directly for oversight work and \$436,000 in Measure I Valley Freeway Program funds for Department Furnished Materials, subject to approval as to form by SBCTA General Counsel.

B. Authorize the Executive Director, or his designee, to finalize and execute Amendment No. 1 to Agreement No. 18-1001830 Toll Facility Agreement (Including Real Property Lease) for the I-10 Toll Facility in San Bernardino County between SBCTA and Caltrans, subject to approval as to form by SBCTA General Counsel.

**Presenter: Heng Chow**

**This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 13, 2025. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item, the draft agreement, and the draft amendment.**

**Consent - Regional/Subregional Planning**

**18. Mojave Desert Air Basin Project List and Highway Sanctions** Pg. 423

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

Receive information on highway projects potentially at risk as a result of Environmental Protection Agency determinations in the Mojave Desert Air Quality Management District.

**Presenter: Steve Smith**

**This item was received by the Mountain/Desert Committee on February 21, 2025.**

**19. Long Range Multimodal Transportation Plan - Final Report**

Pg. 433

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

Approve the Final Long Range Multimodal Transportation Plan for purposes of input to the next Regional Transportation Plan/Sustainable Communities Strategy to be prepared by the Southern California Association of Governments.

**Presenter: Ginger Koblasz**

**This item was reviewed by the Transportation Technical Advisory Committee on February 3, 2025, the Board of Directors Metro Valley Study Session (MVSS) on February 13, 2025, and the Mountain/Desert Policy Committee on February 21, 2025. Prior presentations on the LRMTTP were made to the MVSS on November 14, 2024 and the Mountain/Desert Policy Committee on November 15, 2024.**

**Consent - Transit**

**20. Fiscal Year 2024/2025 Operator Allocation - Mountain Transit**

Pg. 441

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

A. Allocate an additional \$14,230,000 of Mountain/Desert State Transit Assistance Fund-Population Share to Mountain Transit for the Big Bear Administrative and Maintenance Facility for a new total allocation of \$21,410,000.

B. Approve revisions to Mountain Transit’s Short Range Transit Plan revenue assumptions to reflect the revised allocation amounts.

C. Approve a Fiscal Year 2024/2025 Budget Amendment to increase Program 30, Transit, Task No. 0310 – Transit Allocations/Pass-throughs in the amount of \$14,230,000 to be funded with State Transit Assistance Funds.

**Presenter: Nancy Strickert**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on February 13, 2025.**

**21. Amend Victor Valley Transit Authority Allocation for Senate Bill 125 Funding**

Pg. 444

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

Approve the revised funding allocations for Victor Valley Transit Authority as identified in Table 1 for the Senate Bill 125 Formula-Based Funding for Transit and Intercity Rail Capital Program and Zero-Emission Transit Capital Program.

**Presenter: Nancy Strickert**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on February 13, 2025.**

**Consent - Council of Governments**

**22. Update on the Status and Implementation Strategy for the San Bernardino Regional Housing Trust**

Pg. 446

Receive an update on the implementation of the San Bernardino Regional Housing Trust.

**Presenter: Monique Reza-Arellano**

**This item was received by the General Policy Committee on February 12, 2025 and is scheduled for review by the City/County Managers’ Technical Advisory Committee on March 6, 2025.**

## Consent - Transportation Programming and Fund Administration

### **23. SBCTA Project Prioritization Framework for SCAG Call for Project Nominations** Pg. 448

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

Approve the SBCTA Project Prioritization Framework for the Southern California Association of Governments Call for Projects for Surface Transportation Block Grant Program and Congestion Mitigation and Air Quality Program funds.

**Presenter: Andrea Zureick**

**The proposed Framework was sent electronically to the City/County Managers' and Transportation Technical Advisory Committees, transit operators, and tribal governments for review. This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 12, 2025.**

### **24. Fiscal Year 2025/2026 State of Good Repair Program Apportionment** Pg. 452

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

A. Approve a State of Good Repair – Population Share Apportionment for Fiscal Year 2025/2026 of \$4,249,878 based on the State Controller's Office revised estimate on January 31, 2025, to be apportioned \$3,072,580 to the Valley and \$1,177,298 to the Mountain/Desert areas, based on the population estimates approved by the San Bernardino County Transportation Authority Board of Directors in July 2024.

B. Authorize staff to release State of Good Repair - Operator Share funds received in excess of the allocated amount to operators as the funds are received.

**Presenter: Vanessa Schoenewald**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on February 13, 2025.**

### **25. Fiscal Year 2024/2025 Low Carbon Transit Operations Program Apportionment - Population Share** Pg. 455

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

Approve a Low Carbon Transit Operations Program - Population Share Apportionment for Fiscal Year 2024/2025 in the amount of **\$5,638,394** ~~\$5,824,858~~ to be apportioned **\$4,076,450** ~~\$4,211,260~~ to the Valley and **\$1,561,944** ~~\$1,613,598~~ to the Mountain/Desert areas based on the population estimates approved by the San Bernardino County Transportation Authority Board of Directors in July 2024.

**Presenter: Vanessa Schoenewald**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on February 13, 2025. Final apportionment amounts were received from the SCO on February 13, 2025, and have been incorporated into the item and indicated in bold.**

### **26. Local Transportation Fund Apportionment for Fiscal Year 2025/2026** Pg. 467

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

A. Maintain Fiscal Year (FY) 2024/2025 Local Transportation Fund (LTF) apportionment of \$171,056,630, as approved by the SBCTA Board of Directors (Board) on March 6, 2024.

B. Approve a FY 2025/2026 Fund Reserve of \$14,992,079, representing 10% of the estimated annual revenues for unexpected financial need per Policy No. 31010.

Agenda Item 26 (cont.)

C. Approve a LTF estimated apportionment of \$160,680,803 for FY 2025/2026, as detailed in Attachment A, based on \$149,920,792 in estimated receipts plus a carryover of \$10,795,196 from actual revenue and interest received in FY 2023/2024 over the estimate the Board approved on March 1, 2023, the return of the unused FY 2024/2025 Fund Reserves, less the Fund Reserves in Recommendation B.

**Presenter: Brianna Martinez**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on February 13, 2025.**

**27. State Transit Assistance Fund-Population Share Apportionment for Fiscal Year 2025/2026** Pg. 471

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

Approve a State Transit Assistance Fund-Population Share Apportionment for Fiscal Year 2025/2026 of \$34,143,598 based on the State Controller's Office estimate on January 31, 2025, to be apportioned \$24,685,163 to the Valley and \$9,458,435 to the Mountain/Desert areas based on the population estimates approved by the San Bernardino County Transportation Authority Board of Directors in July 2024.

**Presenter: Brianna Martinez**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on February 13, 2025.**

**Consent - Legislative/Public Outreach**

**28. State Legislative Update** Pg. 474

Receive and file the February 2025 State Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

**Presenter: Otis Greer**

**This item was received by the Legislative Policy Committee on February 12, 2025.**

**29. Federal Legislative Update**

Receive and file the February 2025 Federal Legislative Update, relating to the following:

- Transportation; and
- Council of Governments.

**Presenter: Louis Vidaure**

**This item was received by the Legislative Policy Committee on February 12, 2025.**

**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

#### **30. Board Member Appointments & Vacancy**

Pg. 512

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

A. Approve the appointment of Mayor Pro Tem Daniel Ramos, City of Adelanto, to serve as the primary member on the One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority, for a four-year term expiring December 31, 2028.

B. Note the opportunity for one member to serve as the alternate member on the OWOW Steering Committee of the Santa Ana Watershed Project Authority, for a four-year term expiring December 31, 2028.

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

C. Note the Presidential appointment of Council Member Ray Marquez, City of Chino Hills, to serve on the Metro Gold Line Foothill Extension Construction Authority as the alternate member, for a two-year term expiring on December 31, 2026.

D. Note the Presidential appointments for the following members to serve on Southern California Association of Governments (SCAG) Policy Committees for a term expiring December 31, 2025: Council Member Judy Woolsey, City of Yucaipa, to serve on the SCAG Community, Economic, and Human Development (CEHD) Policy Committee; Mayor Joe Baca, City of Rialto, to serve on the SCAG CEHD Policy Committee; and Alternate Board Member Brian Johsz, City of Chino Hills, to serve on the SCAG Energy and Environment Policy Committee.

**Presenter: Marleana Roman**

**This item has not received prior policy committee or technical advisory committee review. This item is being brought straight to Board so that the full Board is apprised of Presidential appointments made, opportunities to serve, and for the approval of appointment under Board authority.**

### Discussion - Project Delivery

#### **31. Award of Contract 25-1003255 for the Call Box System Removal for the Interstate 40 Corridor Region**

Pg. 514

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

A. Award Contract No. 25-1003255 to TSR Construction and Inspection, for the Call Box System Removal for the Interstate 40 Corridor Region, in an amount not-to-exceed \$352,000, to be funded with State Service Authority for Freeway Emergencies funds.

B. Approve a 10% contingency, totaling a not-to-exceed amount of \$35,200.

**Presenter: Jeffery Hill**

**This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its March 5, 2025 meeting pursuant to Contracting and Procurement Policy No. 11000, Section V.B.2.d, as this is a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft Contract.**

## **Discussion - Transit**

### **32. Sole Source Contract No. 24-1003143 Award of Fueling Infrastructure for ZEMU**

Pg. 543

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

A. Authorize the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute **Sole Source** Contract No. 24-1003143 with Trillium USA Company, LLC, for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project: Zero Emission Multiple Unit (ZEMU) Hydrogen Fueling System, for design, development, and installation of the ZEMU hydrogen fueling system, hydrogen delivery and system maintenance, with an initial capital cost of \$6,497,069.60 and an initial three-year maintenance and delivery term of \$3,743,912.20, as well as two one-year options with a cost of \$1,280,714.40 for year four and \$1,298,101.40 for year five, for a total not-to-exceed amount of \$12,819,797.60, to be funded with Transit Intercity Rail Capital Program (TIRCP), Hydrogen Infrastructure Partnership Program, and Local Transportation Fund (LTF) funds.

B. Approve contingency for Contract No. 24-1003143 for a not-to-exceed amount of \$793,596, which includes \$649,707, or 10% of the capital portion, to be funded with TIRCP funds and \$143,889, or 5% for fuel, to account for change in the indexed price of hydrogen, to be funded with LTF funds.

C. Allocate an additional \$4,811,573 in LTF funds for the maintenance and fuel delivery for a total allocation of \$9,486,573.

**Presenter: Joy Buenaflor**

**This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement. This item is being brought directly to the SBCTA Board of Directors without prior Committee approval to ensure no further delay to the project and that all funding requirements are met.**

### **33. Southern California Regional Rail Authority Fiscal Year 2024/2025 Budget Increase for Law Enforcement Services for Metrolink**

Pg. 613

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

A. Allocate an additional \$822,538 to the Southern California Regional Rail Authority Budget for Fiscal Year (FY) 2024/2025 Metrolink Operations, for a total operating assistance allocation of \$30,392,215, to be paid using Local Transportation Funds (LTF), for dedicated law enforcement for Metrolink service within San Bernardino County.

B. Approve a Fiscal Year 2024/2025 Budget Amendment to increase Program 30, Transit, Task No. 0314 – Transit Operations in the amount of \$1,499,909, to fund SBCTA's subsidy of the FY 2024/2025 Budget for Metrolink Operations using LTF.

**Presenter: Nicole Soto**

**This item has not received prior policy committee or technical advisory committee review. This item is being brought directly to the Board to align with Southern California Regional Rail Authority's Board approval and to ensure law enforcement services can commence on April 1, 2025.**

**34. ONT Connector: Adopt Final Environmental Impact Report**

Pg. 617

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

A. Conduct a Public Hearing to consider the Ontario International Airport Connector Project and related Environmental Impact Report.

B. Adopt Resolution No. 25-061 making findings necessary to approve the Mitigation Monitoring and Reporting Program, adopting a Statement of Overriding Considerations, and certifying the Final Environmental Impact Report.

**Presenter: Victor Lopez**

**This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel has reviewed this item and the draft Resolution. This item is being presented directly to the full Board since a public hearing is required as noted under Recommendation A.**

**Discussion - Council of Governments**

**35. California Association of Councils of Governments Presentation**

Pg. 654

Receive a presentation from the California Association of Councils of Governments on their focus for the year.

**Presenter: Suzanne Peterson**

**This item has not received prior policy committee or technical advisory committee review, as the information to be presented is to inform all Board Members.**

**Comments from Board Members**

Brief Comments from Board Members

**Executive Director's Comments**

Brief Comments from the Executive Director

**ADJOURNMENT**

**Additional Information**

Attendance

Pg. 656

Acronym List

Pg. 658

**Agency Reports**

Mobile Source Air Pollution Reduction Review Committee Report

Pg. 661

**Committee Membership**

Representatives on SCAG Committees

Pg. 663

Appointments to External Agencies

Pg. 664

Committee Membership

Pg. 666

**Mission Statement**

Mission Statement

Pg. 672

## Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item, except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Any individual who wishes to share written information with the Board may provide 35 copies to the Clerk of the Board for distribution. If providing written information for distribution to the Board, such information must be emailed to the Clerk of the Board, at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com), no later than 5:00 pm the day before the meeting in order to allow sufficient time to distribute the information. Information provided as public testimony is not read into the record by the Clerk. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. Any consent item that is pulled for discussion shall be treated as a discussion item, allowing further public comment on those items.

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

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

Your cooperation is appreciated!

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

**Attendance.**

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

**Basic Agenda Item Discussion.**

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

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

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

**Amendment or Substitute Motion.**

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

**Call for the Question.**

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

**The Chair.**

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

**Courtesy and Decorum.**

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

*Adopted By SANBAG Board of Directors January 2008  
Revised March 2014  
Revised May 4, 2016  
Revised June 7, 2023*



# Important Dates to Remember...

## March 2025

**SBCTA Meetings – Cancelled: None**

**SBCTA Meetings – Scheduled:**

General Policy Committee	Mar 12	9:00 am	SBCTA Lobby, 1st Floor
Legislative Policy Committee	Mar 12	Immediately following GPC	SBCTA Lobby, 1st Floor
Transit Committee	Mar 13	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	Mar 13	Immediately following TC	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	Mar 21	9:30 am	Mojave Desert AQMD

**Other Meetings/Events:**

None			
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For additional information, please call SBCTA at (909) 884-8276

Communication: Calendar of Events (Announcements)



## *Minute Action*

AGENDA ITEM: 1

**Date:** *March 5, 2025*

**Subject:**

Information Relative to Possible Conflict of Interest

**Recommendation:**

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

**Background:**

In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$500 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
9	25-1003184	U.S. Bancorp Asset Management, Inc. <i>Monique Spyke</i>	None
13	25-1003206	Epic Land Solutions, Inc. <i>Darcy Mendoza/ Kari Anvick</i>	Psomas, Inc Mark Thomas & Company, Inc Desmond, Marcello & Amster Santolucito Dore Group, Inc Cogito Realty Partners Cushman & Wakefield, Inc Restcon Environmental of Southern California, LLC Geocon West, Inc. GAMMA Contracting Services National Construction and Remediation, Inc Commonwealth

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

13 (cont.)	25-1003258	Monument ROW, a California corporation <i>Amber Costello/Joey Mendoza</i>	Mark Thomas PSOMAS Guida Surveying, Inc TOWILL Surveying Santolucito Dore CBRE Valbridge COGNITO Realty DM&A
	25-1003259	Overland, Pacific & Cutler, LLC, a TranSystems Company <i>Brian Everett/ Victoria Cook</i>	Hennessy & Hennessy, LLC RP Laurain CBRE Santolucito Dore Guida Psomas Converse Consultants SCS Engineers Commonwealth Land
31	25-1003255	TSR Construction and Inspection <i>Gabriel Zapirtan</i>	None
32	24-1003143	Trillium USA Company, LLC <i>Ryan Erickson</i>	Taylor Wharton

**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: March 5, 2025

Witnessed By:

## *Minute Action*

### AGENDA ITEM: 2

**Date:** *March 5, 2025*

**Subject:**

December 2024 and January 2025 Procurement Report

**Recommendation:**

Receive the December 2024 and January 2025 Procurement Report.

**Background:**

The Board of Directors (Board) adopted the Contracting and Procurement Policy No. 11000 on January 3, 1997, and approved the last revision on January 4, 2023. The Board 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 in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or purchase order value of \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board; 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 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:

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

Below is a summary of the actions taken by CityCom:

- No new contracts were executed.
- Four new purchase orders were executed.

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

Board of Directors Agenda Item  
March 5, 2025  
Page 2

A list of all contracts and purchase orders that were executed by the Executive Director, Department Director, and/or General Counsel during the months of December 2024 and January 2025 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 has no financial impact on the adopted Budget for Fiscal Year 2024/2025. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

**Reviewed By:**

This item was received by the General Policy Committee on February 12, 2025.

**Responsible Staff:**

Alicia Bullock, Procurement Manager

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

Attachment A - 1

December 2024 and January 2025 Contract/Amendment/CTO Actions

Type	Contract Number	Amendment/CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-Call Contract Amount*
CTO	23-1003018	CTO No. 8A	Dudek	Greenhouse Gas Reduction Plan Update Climate change and adaptation planning.	\$ 50,000.00	\$ -	\$ -	\$ -	\$23,281,950.00 (available \$16,358,350.00)
CTO	24-1003135	CTO No. 8B	PlaceWorks	Greenhouse Gas Reduction Plan Update Climate change and adaptation planning.	\$ 50,000.00	\$ -	\$ -	\$ -	\$23,281,950.00 (available \$16,308,350.00)
CTO	22-1002707	CTO No. 13	TRC Engineers, Inc.	SR 60 Central Avenue Interchange Establish Existing Planting Construction Management Services.	\$ 339,284.59	\$ -	\$ -	\$ -	\$5,000,000.00 (available \$2,833,309.27)

Attachment: December 2024 and January 2025 Procurement Report - PDF (11386 : December 2024 and

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

Attachment A - 2

December 2024 and January 2025 Contingency Released Actions

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Original Contract Amount	Prior Amendments	Prior Contingencies	Current Contingencies	Amended Contract Amount
22-1002722 No. 0E	Additional Design and Safety Features/Services/Studies/Coordination involving additional and/or out-of-scope work and incorporating various improvement features for the I-10 Corridor Freight and Express Lanes Project - Contract 2 PS&E.	Advanced Civil Technologies	\$ 57,791,176.04	\$ -	\$ 649,254.96	\$ 1,272,830.00	\$ 59,713,261.00
22-1002722 No. 0F	Preparation of Hydraulic/Hydrologic Analysis and Trash Capture Site Suitability/Strategy Management Plan for the I-10 Corridor Freight and Express Lanes Project - Contract 2 PS&E.	Advanced Civil Technologies	\$ 57,791,176.04	\$ -	\$ 1,922,084.96	\$ 356,300.00	\$ 60,069,561.00
18-1001870 No. 5J	Additional Services requested by Southern California Edison for surveying, mapping, potholing, plats and legals due to design revisions associated with right-of-way negotiations for the West Valley Connector Project.	Parsons Transportation Group, Inc.	\$ 6,495,780.54	\$ 6,430,040.00	\$ 970,984.00	\$ 120,926.00	\$ 14,017,730.54

Attachment: December 2024 and January 2025 Procurement Report - PDF (11386 : December 2024 and

Attachment A - 3

December 2024 and January 2025 Purchase Order and Purchase Order Amendment Actions

Type	PO No.	PO Posting Date	Vendor Name	Description of Services	Original Purchase Order Amount	Prior Amendments	Current Amendment	Total Purchase Order Amount
New PO	4002578	1/8/2025	Wells Fargo Bank N.A.	4AllPromos - T-Shirts, Pins, Clips, Notepads for Express Lanes (Credit Card Purchase).	\$ 1,562.00	\$ -	\$ -	\$ 1,562.00
New PO	4002579	1/2/2025	Expert Plant Care, Inc.	Plant Service Monthly Maintenance.	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00
New PO	4002580	1/7/2025	Sky DBA Yzette Salas	Bituminous Machine Trailer for Caltrans Maintenance to replace delineators on the Express Lanes FY 24/25 through FY 25/26.	\$ 4,351.13	\$ -	\$ -	\$ 4,351.13
PO Amendment	4002431	1/18/2024	Agiline, LLC	Sharepoint Additions, Express Lanes Projects.	\$ 3,700.00	\$ -	\$ 4,000.00	\$ 7,700.00

Attachment: December 2024 and January 2025 Procurement Report - PDF (11386 : December 2024 and

**Attachment B**  
**December 2024 and January 2025 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
1/23/2025	RFP25-1003257	\$950,000	6/4/2025	Information Technology (IT) Support Services.

Attachment: December 2024 and January 2025 Procurement Report - PDF (11386 : December 2024 and



**Attachment C**  
**December 2024 and January 2025**

<b>PO/Contract No.</b>	<b>Vendor Name</b>	<b>Description of Services</b>	<b>Total Amount</b>
PO SBCTA50949	Weatherite	Install two new control boards for HVAC unit 205.	\$ 2,398.00
PO SBCTA51044	Vortex	Replace electric latch retractor.	\$ 2,560.00
PO SBCTA50986	Weatherite	Install thermostat inside the Board Room.	\$ 1,652.00
PO SBCTA50985	Weatherite	Clean all HVAC Vents/Registers.	\$ 3,511.00

Attachment: December 2024 and January 2025 Procurement Report - PDF (11386 : December 2024 and

**Minute Action**

AGENDA ITEM: 3

**Date:** March 5, 2025

**Subject:**

Measure I Revenue

**Recommendation:**

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

**Background:**

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts as of December 31, 2024, were \$2,632,664,175.

A summary of the current Measure I receipts by quarter and cumulative total since its inception is included. The quarterly receipts represent sales tax collection from the previous quarter's taxable sales. For example, receipts for October through December represent sales tax collections from July through September.

Measure I revenue for the 2024/2025 Fiscal Year Budget was estimated at \$251,900,000. Actual Measure I receipts for Fiscal Year 2024/2025 October through December are \$61,567,694, in comparison to \$62,247,797 received during the quarter ending December 2023/2024, with a decrease of 1.09% due to the reduction in consumer spending in the County of San Bernardino.

**Financial Impact:**

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

**Reviewed By:**

This item was received by the General Policy Committee on February 12, 2025.

**Responsible Staff:**

Lisa Lazzar, Chief Financial Officer

Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

## Summary of SBCTA Measure I Receipts 2010-2040

Fiscal Year	July-September	October-December	January-March	April- June	Fiscal Year Total	Cumulative Total To Date
<b>Receipts Prior to FY 2010/11</b>						<b>\$7,158,800</b>
<b>Fiscal Year 2010/11</b>	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	<b>\$122,761,879</b>
<b>Fiscal Year 2011/12</b>	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	<b>\$253,570,624</b>
<b>Fiscal Year 2012/13</b>	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	<b>\$391,572,794</b>
<b>Fiscal Year 2013/14</b>	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	<b>\$535,038,944</b>
<b>Fiscal Year 2014/15</b>	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	<b>\$685,657,380</b>
<b>Fiscal Year 2015/16</b>	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	<b>\$845,145,110</b>
<b>Fiscal Year 2016/17</b>	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	<b>\$1,008,277,649</b>
<b>Fiscal Year 2017/18</b>	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	<b>\$1,176,858,666</b>
<b>Fiscal Year 2018/19</b>	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	<b>\$1,357,345,167</b>
<b>Fiscal Year 2019/20</b>	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	<b>\$1,535,799,994</b>
<b>Fiscal Year 2020/21</b>	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	<b>\$1,744,874,794</b>
<b>Fiscal Year 2021/22</b>	64,058,781	61,231,465	64,329,895	63,172,838	252,792,978	<b>\$1,997,667,772</b>
<b>Fiscal Year 2022/23</b>	64,538,748	66,271,275	66,140,449	60,936,812	257,887,284	<b>\$2,255,555,056</b>
<b>Fiscal Year 2023/24</b>	64,368,274	62,247,797	65,142,607	60,102,892	251,861,570	<b>\$2,507,416,626</b>
<b>Fiscal Year 2024/25</b>	63,679,854	61,567,694			125,247,549	<b>\$2,632,664,175</b>
% Increase Over 23/24	-1.07%	-1.09%			-50.27%	

## *Minute Action*

AGENDA ITEM: 4

***Date:*** March 5, 2025

***Subject:***

Bi-Annual Fiscal Year 2023/2024 Railroad Right-of-Way Grants of Right of Use Report

***Recommendation:***

Receive and file the first half of Fiscal Year 2024/2025 (July 2024 through December 2024) Right-of-Way Grants of Right of Use Report.

***Background:***

The San Bernardino County Transportation Authority Board of Directors (Board) adopted Real Property Policy No. 31602 on July 2, 2014 and approved revisions to Policy No. 31602 on March 6, 2019 and on October 6, 2021. In accordance with Real Property Policy No. 31602, Part VI, Policy Principles and Authority to Execute Grants of Right of Use, Section B, Approved Templates; the Board authorized the Executive Director, or his designee, to approve all Grants of Right of Use documents as approved to form by General Counsel.

Attachment A reports the Grants of Right of Use issued, amended, denied, and/or terminated in the first half of Fiscal Year 2024/2025 in accordance with the reporting requirements of Real Property Policy No. 31602, Part IX, Section H.

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025. Presentation of the Bi-Annual Right-of-Way report demonstrates compliance with the Real Property Policy No. 31602.

***Reviewed By:***

This item was received by the Transit Committee on February 13, 2025.

***Responsible Staff:***

Ryan Aschenbrenner, Right of Way Manager

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

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*Entity: San Bernardino County Transportation Authority*

### Attachment A

#### Bi-annual Fiscal Year 2024-2025 (July to December 2024) Right-of-Way Grants of Use Report

Action	Vendor Name	Contract No.	Agreement Type	Minute Traq Item	Linked Agreements	Executed Date	Term	Application Fees	Annual Admin Fees	Use Fees	Amendment or Extension Fees	Waived Fees	Type Fees Waived	Waived Fee Comment
Issued	City of Fontana	23-1002970	License Agreement	9662	n/a	7/25/2024	Month to Month	\$ 2,230	\$ 1,200	\$ -	\$ -	\$ -	n/a	n/a
Issued	Lennar Homes of California LLC	24-1003180	Right of Entry Permit	10754	n/a	7/30/2024	12/31/2024	\$ 2,230	\$ -	\$ 709	\$ -	\$ -	n/a	n/a
Issued	Montclair Station Apartments LLC	23-1003020	Right of Entry Permit	9780	n/a	8/8/2024	12/31/2026	\$ 2,230	\$ 1,200	\$ 709	\$ -	\$ -	n/a	n/a
Issued	Cucamonga Valley Water District	23-1002999	Master License Agreement	10516	RSSB-3391	9/10/2024	Month to Month	\$ 2,230	\$ 2,040	\$ 1,354	\$ -	\$ -	n/a	n/a
Amended	City of Redlands	23-1002930	Master License Agreement	10656	n/a	7/25/2024	Month to Month		\$ 10,440	\$ -	\$ 560	\$ -	n/a	n/a
Amended	MCImetro Access Transmission Services	19-1002245	Master License Agreement	10850	n/a	11/4/2024	Month to Month	\$ 2,230	\$ 600	\$ -	\$ -	\$ 2,845	Use Fee	Use Fee Waived for Telecom Uses within public streets.
Amended	Crown Castle Fiber LLC	22-1002702	Master License Agreement	10633	n/a	7/30/2024	Month to Month		\$ 13,560	\$ 2,371	\$ 560	\$ -	n/a	n/a
<b>Grand Total</b>								<b>\$ 11,150</b>	<b>\$ 29,040</b>	<b>\$ 5,143</b>	<b>\$ 1,120</b>	<b>\$ 2,845</b>		

Attachment: Attachment A - Bi-Annual Grant of RW Use Report through 20241231 (11364 : Bi-Annual

## ***Minute Action***

AGENDA ITEM: 5

***Date:*** March 5, 2025

***Subject:***

San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2024/2025 First Quarter

***Recommendation:***

Receive and file the First Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2024/2025.

***Background:***

Multimodal services are an important part of how people travel throughout San Bernardino County. This is reflected in projects and programs that 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).

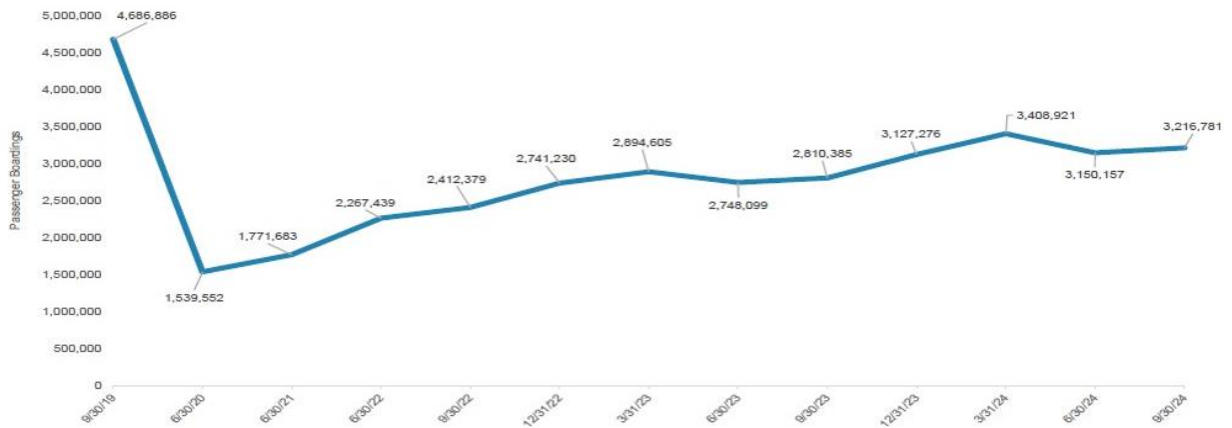
Although SBCTA's primary responsibility to the operators is to allocate funding, SBCTA is still required to be tuned in to the trends and statistics of its operators. To help facilitate this, as well as keeping the SBCTA Transit Committee and Board of Directors apprised of this information, SBCTA staff, 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 countywide transit performance software that the San Bernardino County transit operators, except SCRRA, use to provide operations and financial data every month. This allows SBCTA to pull data reports independently from the transit operators. The other data sources for this report came from SBCTA's rideshare program database, transit operators' staff, and 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 presented. SCRRA data is collected directly from SCRRA and reviewed as part of the SCRRA Member Agency Advisory Committee activities. SBCTA is working with SCRRA on adding access to the Arrow Service data through TransTrack for consistency.

For the first quarter of Fiscal Year (FY) 2024/2025, San Bernardino County bus and rail transit operators provided approximately 3.3 million trips system wide (as shown in Exhibit 2 on the following page). This was a 4% increase from the prior quarter.

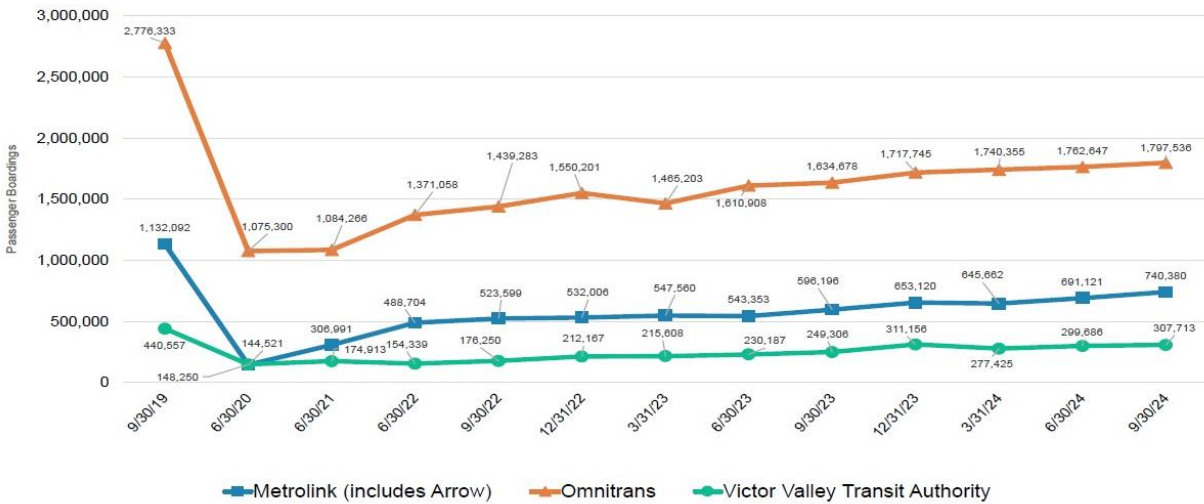
*Entity: San Bernardino County Transportation Authority*

**Exhibit 2, San Bernardino County Passenger Trips by Quarter, Fall 2019 to Fall 2024**



Among the larger operators, Omnitrans continued to show a ridership increase of 2% and the Victor Valley Transit Authority (VVTA) saw a 3% increase in the first quarter. Metrolink ridership for the San Bernardino and Inland Empire Orange County lines, including Arrow, increased by 7%, adding almost 50,000 boardings during this first quarter (as shown in Exhibit 3 below).

**Exhibit 3, Larger Operators' Quarterly Ridership, Fall 2019 to Fall 2024**



For the small operators, Mountain Transit, Basin Transit, and Needles Transit services all saw slight decreases in trips during this quarter but did provide 125,806 trips (as shown in Exhibit 4 on the following page). However, all the small operators did show an increase in this first quarter in a year-over-year comparison.

**Exhibit 4, Small Operators' Quarterly Ridership, Fall 2019 to Fall 2024**

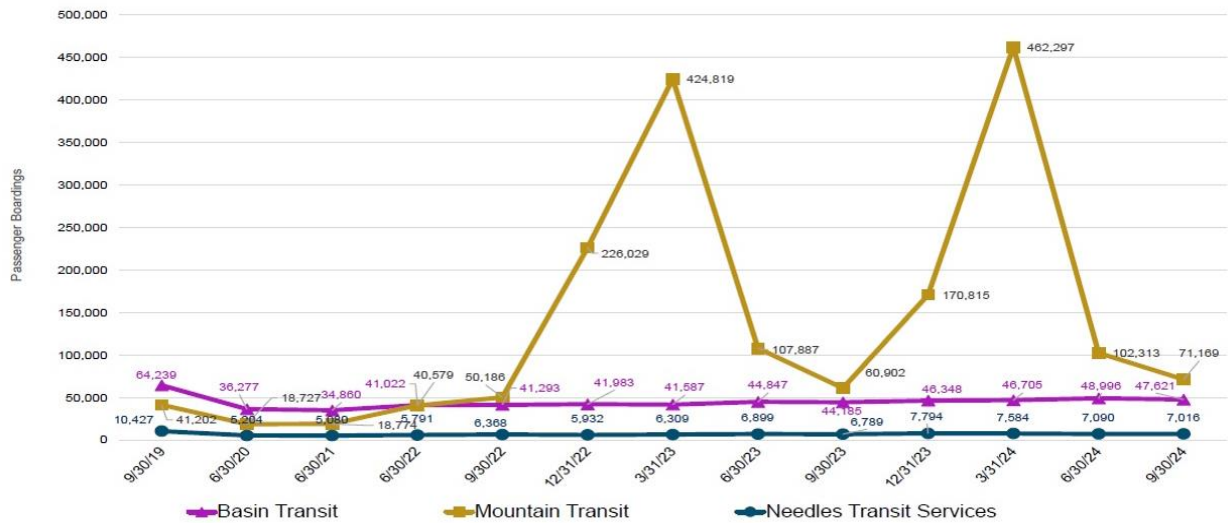
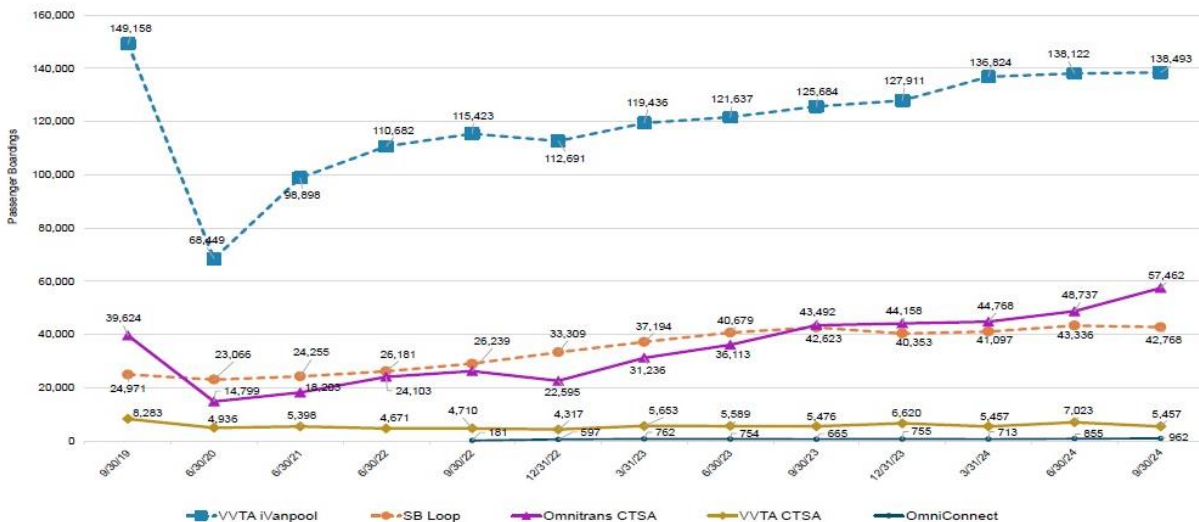


Exhibit 5 below presents the smaller public transportation services operated in San Bernardino County that include the Consolidated Transportation Services Agency (CTSA) programs of Omnitrans and VVTA, the vanpool programs of VVTA's Vanpool and SBCTA's SB Loop, as well as the first-mile, last-mile shuttle services of OmniConnect. Each program is reported on individually in the Report. Collectively, these smaller programs provided 245,142 trips this quarter, contributing to the highest combined ridership in five years.

**Exhibit 5, Smaller Transportation Programs' Quarterly Ridership, Fall 2019 to Fall 2024**



**Current Initiatives Update**

*Ride Happy! & Transit Equity Day*

In collaboration with the San Bernardino County transit operators, SBCTA celebrated Transit Equity Day on February 4th to help bring awareness of transit and transit's history of equity.

San Bernardino County Transportation Authority



Board of Directors Agenda Item  
March 5, 2025  
Page 4

This year was presented in conjunction with the recent release of the Ride Happy! Campaign. Ride Happy! seeks to grow awareness of public transportation by targeting both current and new riders (as shown in Exhibit 6 below). The campaign’s upbeat messaging communicates that transit is a safe space and shows how to be **safe, respectful, and kind** while riding. Appropriate behavior is communicated through multiple rider “do’s” and a handful of rider “don’ts.”

**Exhibit 6, Transit Equity Day Promotions**



**Financial Impact:**

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

**Reviewed By:**

This item was received by the Transit Committee on February 13, 2025.

**Responsible Staff:**

Nancy Strickert, Transit Manager

Approved  
Board of Directors  
Date: March 5, 2025

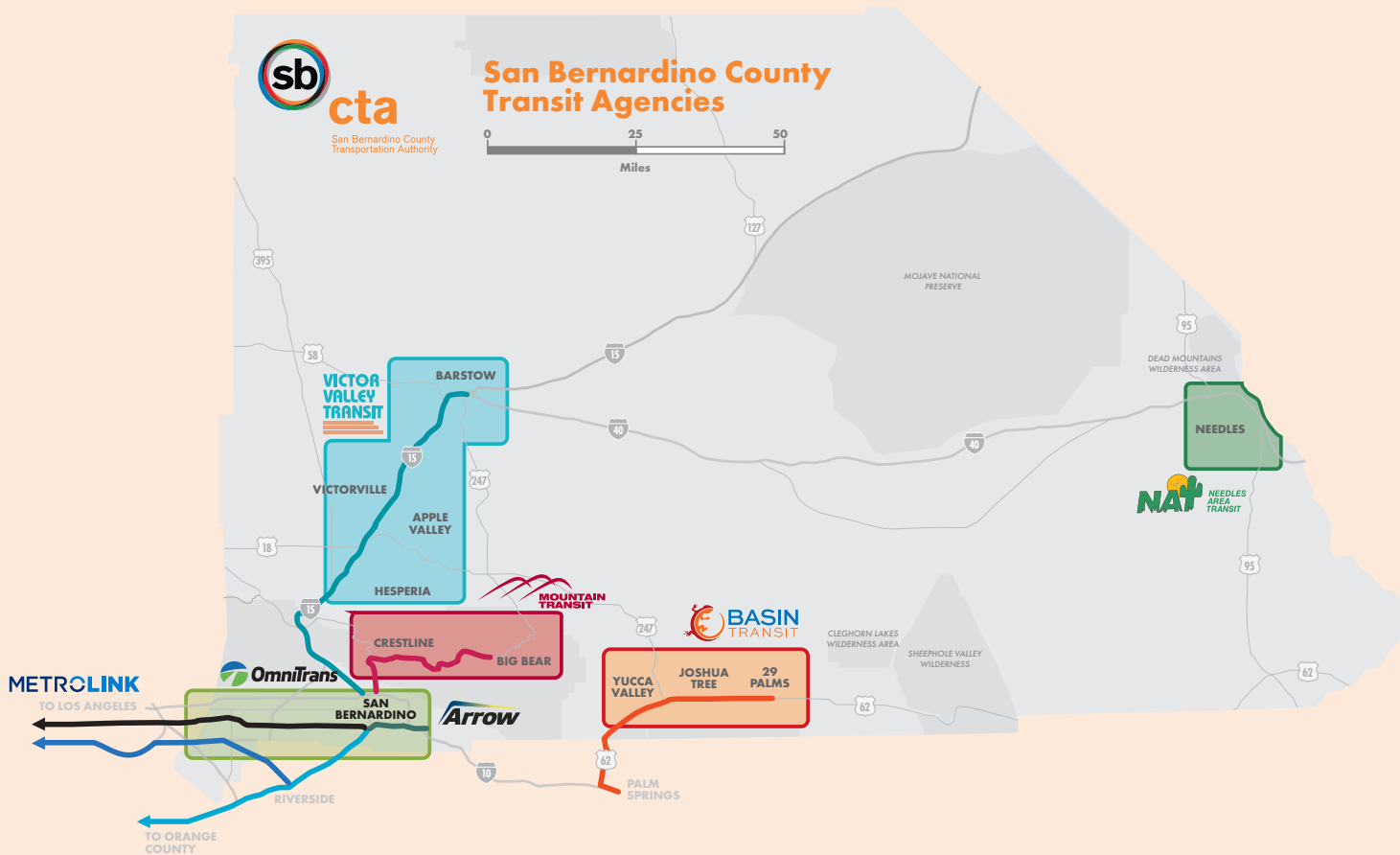
Witnessed By:



cta

San Bernardino County  
Transportation Authority

# San Bernardino County Multimodal Transportation Quarterly Update



## First Quarter Fiscal Year 2024/2025 Volume 6, Number 1

Attachment: SBCTA Quarterly Report 1st Quarter FY 24-25 013025 (11365 : San Bernardino County Multimodal Transportation Quarterly Update

# Table of Contents

**Introduction** . . . . . 1

**Commentary** . . . . . 2

**Current Initiatives** . . . . . 4

**Public Transit Bus Operators** . . . . . 6

    Omnitrans . . . . . 6

    OmniConnect . . . . . 7

    Omnitrans CTSA . . . . . 8

    Victor Valley Transit Authority . . . . . 9

    VVTA CTSA . . . . . 10

    VVTA iVanpool Program . . . . . 11

    Basin Transit . . . . . 12

    Mountain Transit . . . . . 13

    Needles Transit Services . . . . . 14

**Rail** . . . . . 15

    Metrolink . . . . . 15

    Arrow . . . . . 16

**SBCTA Multimodal Programs** . . . . . 17

    SB Loop . . . . . 17

    IE Commuter Rideshare . . . . . 18

# Introduction

Continued progress in rebuilding ridership is reported in this iteration of the SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT (Volume 6, Number 1). The County’s public transportation operators report the first quarter experience of July, August and September 2024 of Fiscal Year 2024/2025 (FY 24/25). A countywide picture of more than five years of public transportation performance is presented. Also reported are current initiatives by San Bernardino County Transportation Authority (SBCTA) and by the County’s operators to grow ridership and enhance community-level and regional transit. Subsequent sections report on each operator’s specific year-end performance.

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 track trends in key performance indicators.

## San Bernardino County’s Public Transportation Modes and Programs

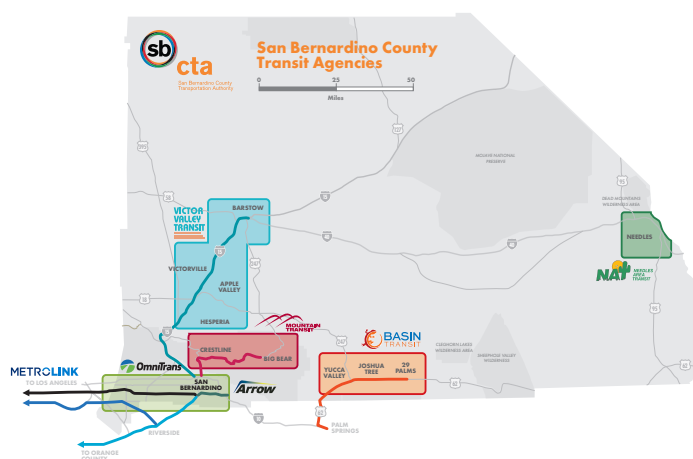
San Bernardino County is served by six public transit operators, providing rail, fixed-route bus services, microtransit and Americans with Disabilities Act (ADA) complementary paratransit services. The new Metrolink Arrow San Bernardino-Redlands train service commenced in October 2022. Its eighth quarter of service is presented in this report. The service areas of the County’s five bus operators, plus Metrolink service, are depicted in Exhibit 1.

- **Metrolink** – Providing passenger rail service across a 538-mile network throughout the counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura. Metrolink launched the Arrow service in October 2022, adding nine additional miles, four new stations and new Diesel Multiple Unit (DMU) trains, and connecting Downtown San Bernardino with the University of Redlands.
- **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 Barstow areas, connecting to the San Bernardino Valley.
- **Basin Transit (previously Morongo Basin Transit Authority)** – 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 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 Services Agencies (CTSAs) programs** – Specialized transportation services administered by Omnitrans and VVTA.
- **Vanpool programs** – Programs are operated by SBCTA and VVTA – SB Loop and iVanpool.
- **IE Commuter** – A rideshare program in partnership with SBCTA and the Riverside County Transportation Commission (RCTC).

Exhibit 1, San Bernardino County Public Transit Bus



Attachment: SBCTA Quarterly Report 1st Quarter FY 24-25 013025 (11365 : San Bernardino County Multimodal Transportation Quarterly Update

# Commentary

## Strong Ridership Growth Continues

San Bernardino County experienced an increase in public transit ridership across all modes of service, growing by 2% during the first quarter (as seen in Exhibit 2), following a slight decline in ridership in the previous quarter, due to the seasonal ridership patterns of Mountain Transit. Notable programs with ridership growth were seen on the OmniConnect shuttles and the OmniTrans CTSA program with a 71% increase in TREP mileage reimbursement trips.

Exhibit 2, San Bernardino County Passenger Trips by Quarter, Fall 2019 to Fall 2024

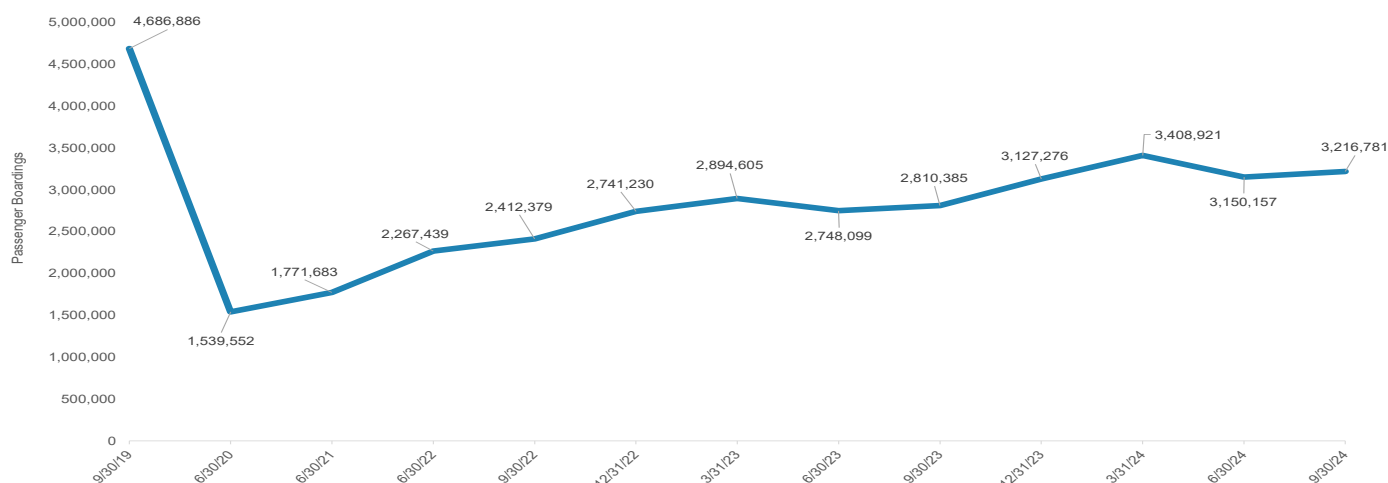
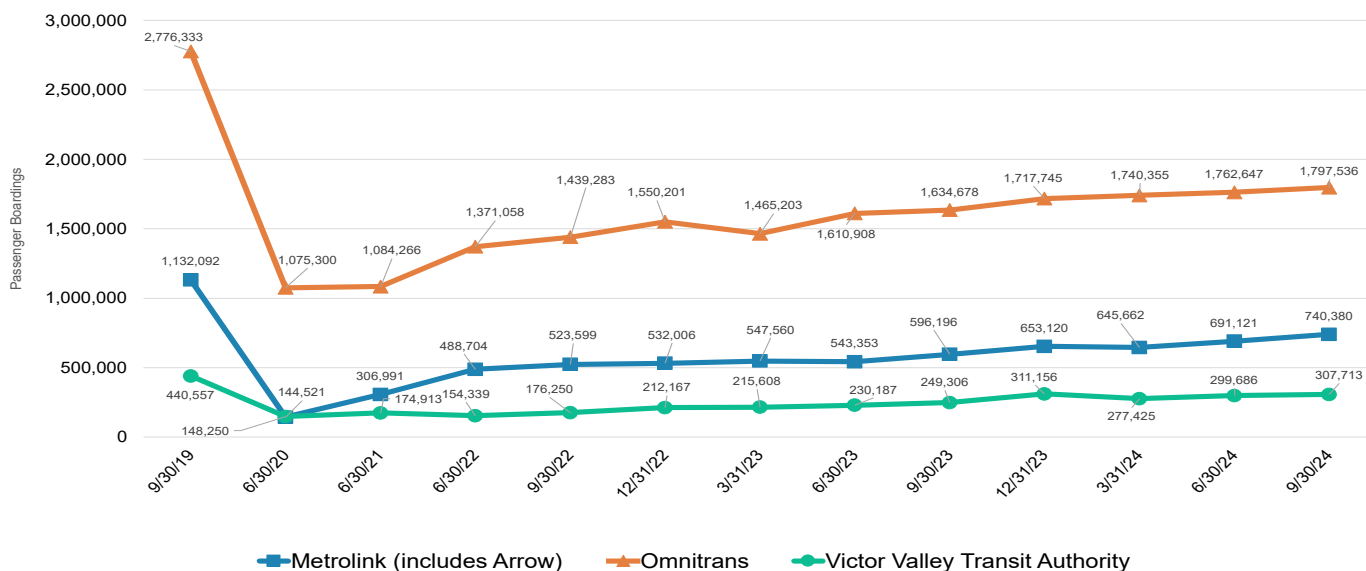


Exhibit 3 depicts first quarter continued growth of the two larger bus operators and Metrolink rail service. Omnitrans' ridership increased by 2% from the prior quarter, while VVTA's ridership grew by 3%. Metrolink ridership for the San Bernardino and Inland Empire Orange County lines, including Arrow, increased by 7%, adding almost 50,000 boardings during this first quarter.

Exhibit 3, Larger Operators' Quarterly Ridership, Fall 2019 to Fall 2024



# Commentary

Exhibit 4 shows the highs and lows of small operator Mountain Transit's seasonal cycles, providing over 400,000 trips during the winter months of the past two years and then dropping by more than 300,000 trips when the ski season ends. Mountain Transit has experienced a 17% increase in the first quarter of FY 24/25 compared to the same period in FY 23/24. However, Mountain Transit experienced a 30% decrease from the 4th quarter. Basin Transit and Needles Transit Services have experienced slight decreases in ridership during the first quarter of FY 24/25 compared to the fourth quarter of FY 23/24, following three years of steady growth since the onset of the COVID-19 pandemic.

**Exhibit 4, Small Operators' Quarterly Ridership, Fall 2019 to Fall 2024**

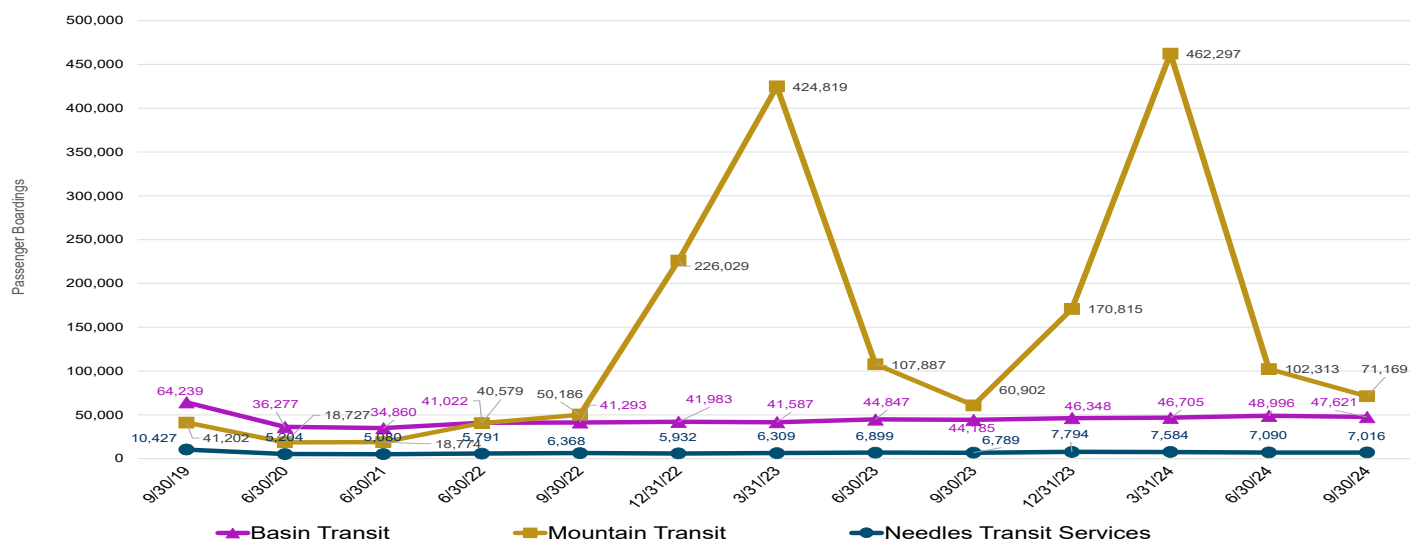
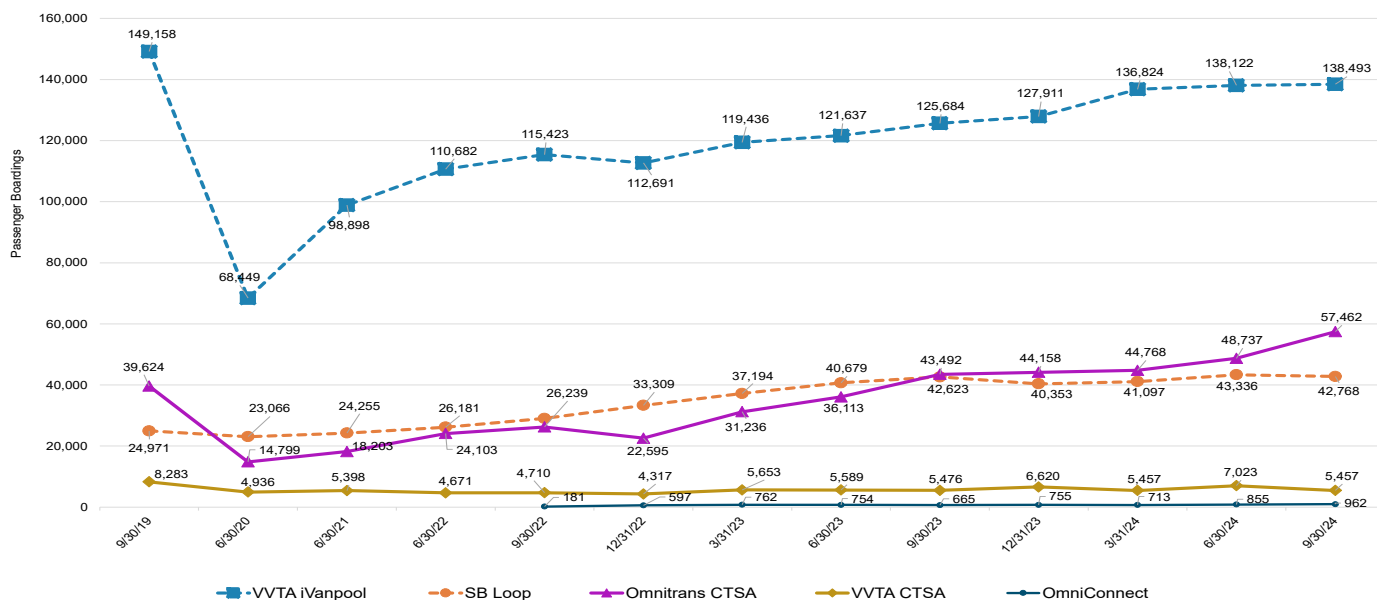


Exhibit 5 presents the smaller public transportation services operated in San Bernardino County that include the Consolidated Transportation Services Agency (CTSA) programs of Omnitrans and VVTA, the vanpool programs of VVTA's iVanpool and SBCTA's SB Loop, as well as the first-mile, last-mile shuttle services of OmniConnect. Each program is reported on individually later in this document. Collectively, these smaller programs provided 245,142 trips this quarter, contributing to the highest combined ridership in five years.

**Exhibit 5, Smaller Transportation Programs' Quarterly Ridership, Fall 2019 to Fall 2024**





# Current Initiatives

## Efforts to Grow Ridership Countywide

To continue recovery from the drastic loss of ridership during the COVID-19 pandemic, SBCTA supports its transit operators with multiple initiatives to encourage previous transit users to return to transit and invite potential new riders to try transit. SBCTA is working with the County’s transit operators to mitigate operational complications that were barriers to riding and to communicate to riders that transit is safe and very much still in operation. Transit promotional campaigns have included free fares on special days of recognition and on other designated days of the year. Improvements to regional transit connectivity are underway, with promotions to present transit’s wide-ranging mobility options to all San Bernardino County travelers. The recent Ride Happy! campaign presents the rules of the road in using public transportation, inviting all to ride and feel happy and secure.

### Transit Equity Day — Tuesday, February 4, 2025

Countywide free fares on Transit Equity Day, February 4th, help to bring awareness of transit and transit’s history of equity, presented this year in conjunction with the recent release of the Ride Happy! campaign. Ride Happy! seeks to grow awareness of public transportation by targeting both current and new riders (Exhibit 6). The campaign’s upbeat messaging communicates that transit is a safe space and how to be **safe, respectful and kind** while riding. Appropriate behavior is communicated through multiple rider “do’s” and a handful of rider “don’ts.”

On February 4th, SBCTA hosted a Ride Happy! Transit Equity Day event to encourage the public to use the free fare opportunity to try transit. The event featured transit operator informational tables at the San Bernardino Transit Center (SBTC) and a ride-along and how-to-ride opportunity with SBCTA’s Board President Ray Marquez.

This event will highlight San Bernardino transit operators that service the SBTC — Metrolink, Omnitrans, VVTA and Mountain Transit — and some Riverside County transit operators. Separate events are planned with Basin Transit, the City of Needles and the West Valley area at later dates.

Exhibit 6, Transit Equity Day Promotions



Attachment: SBCTA Quarterly Report 1st Quarter FY 24-25 013025 (11365 : San Bernardino County Multimodal Transportation Quarterly Update

# Current Initiatives

## Metrolink Schedule Changes and On-Time Performance

As a result of the COVID-19 pandemic, there have been changes in travel patterns and requests from customers and the community to increase frequency on trains. In October 2024, Metrolink increased service by 23%, adding 32 new trains on weekdays systemwide. The service change was an effort to attract the nontraditional Monday through Friday commuter demographic and expand Metrolink’s reach within the community. A similar service change in 2023 on the Antelope Valley Line in conjunction with the launch of the free Student Adventure Pass had positive results, growing ridership by 7% once free student fares were excluded.

An additional desired outcome of the service change was to increase the number of train connections between Metrolink routes by 300%, in an effort to have connection wait times of only 10-20 minutes, and allow easier travel between counties. The Orange County, San Bernardino and Inland Empire lines experienced the greatest service change with 18 new weekday trains introduced on the San Bernardino Line, including 10 additional train trips between Covina and Union Station.

While the service changes were meant to improve service reliability and connections between trains, negative impacts were experienced, especially on the San Bernardino Line where on-time performance dropped below 50% during November 2024. Limited track capacity has caused train congestion and significant delays had a domino effect on service runs throughout the day. The recurring delays have also caused some runs to be canceled.

To address the issues of decreasing on-time performance, Metrolink implemented another service change on the San Bernardino Line on January 27, 2025, that reduced the number of Covina trains from 20 to 10 and extended the trips to Montclair. Metrolink kept the existing 17 round trip trains between San Bernardino and Los Angeles however, the two limited stop “express” trains between Redlands and Los Angeles will not serve all stations along the route and the late evening train from Los Angeles to San Bernardino will be reinstated. The express trains were well performing trains and reliable prior to the October schedule change. Removal has increased travel times, impacting long-haul riders from San Bernardino County. In recognition of the on-time performance challenges experienced due to the October changes, Metrolink will be offering a 25% monthly pass discount systemwide through February 2025.

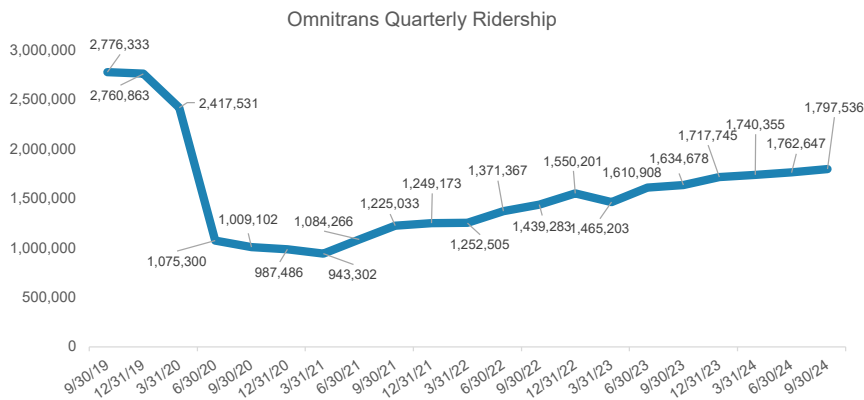


### Commentary and Trends

Omnitrans' fixed-route service showed continued growth during the first quarter of FY 24/25, reaching almost 1.8 million trips, an addition of more than 36,000 trips over the previous quarter.

However, productivity dropped from 12.2 to 11.5 passengers per hour while revenue miles experienced an increase of 8% in the first quarter of FY 24/25.

Total operating costs decreased by 1% while passenger revenue decreased by 47% where year-end Medi-Cal reimbursements are recorded in the 4th quarter. The TDA farebox recovery ratio decreased from 38.8% in the last quarter of FY 23/24 to 23.6% for the first quarter of FY 24/25, inclusive of passenger fares and local revenue.



### Performance\*

	4th Quarter FY 23/24	1st Quarter FY 24/25	
	Prior Year FY 23/24	Current Year FY 24/25	% change from 4th Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>1,762,647</b>	<b>1,797,536</b>	<b>2%</b>
Fixed-Route Trips**	1,722,212	1,758,187	2%
Demand Response Trips	40,435	39,349	-3%
<b>SYSTEM Performance</b>			
Revenue Hours	144,978	156,900	8%
Passengers per Rev Hour	12.2	11.5	-6%
Revenue Miles	1,978,497	2,131,490	8%
Passengers per Rev Mile	0.89	0.84	-5%
Passenger Miles	8,972,967	9,114,341	2%
Average Trip Length (miles)	5.09	5.07	-0%
<b>OPERATIONS Expense</b>			
Total Operating Cost	\$22,418,592	\$22,298,377	-1%
Passenger Revenue	\$3,799,458	\$2,006,267	-47%
Farebox Recovery Ratio	16.9%	9.0%	-47%
Farebox Recovery Ratio (TDA Formula***)	38.8%	23.6%	-39%
Cost per Revenue Mile	\$11.33	\$10.46	-8%
Subsidy/Pass Trip – Systemwide	\$7.79	\$9.48	22%
Fixed-Route Cost per Trip	\$10.12	\$10.85	7%
Demand Response Cost per Trip	\$123.58	\$81.98	-34%

### FLEET Characteristics

	(Includes sbX)	(Includes sbX)
<b>Fixed-Route</b>	<b>110</b>	<b>125</b>
Demand Response	40	40
Total Vehicles in Peak Service	150	165
Battery-Operated Vehicles	4	4

\* Extracted from TransTrack Manager Quarterly Scorecard during January 2025.

\*\* OmniConnect performance data are also counted as fixed-route trips for Omnitrans services and should not be double counted.

\*\*\* The Transportation Development Act (TDA) allows local revenue to be counted as passenger revenue in calculating the farebox recovery ratio.

# OmniConnect Shuttle Services:

- SB Connect - Rte. 300
- ONT Connect - Rte. 380

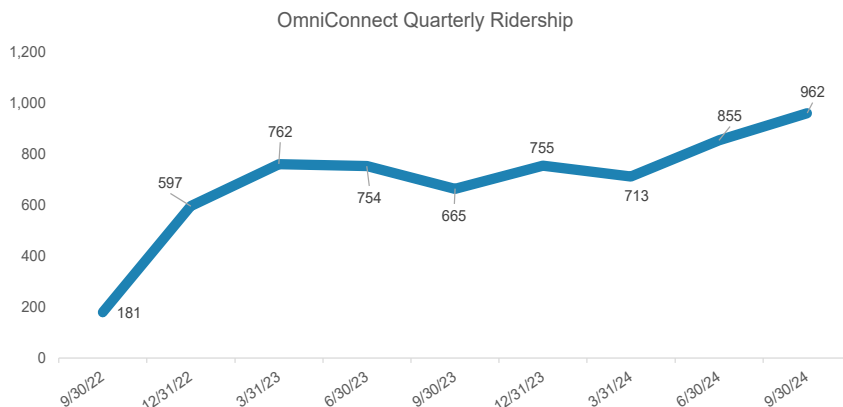


## Commentary and Trends

OmniConnect provides shuttle service between the Ontario Airport and Metrolink stations on the ONT Connect and from the San Bernardino Transit Center to Downtown San Bernardino employment locations on the SB Connect.

During the first quarter of FY24/25, SB Connect ridership experienced a significant increase of 37%, gaining 68 additional passenger trips. ONT Connect experienced an increase of 6%, gaining 39 passenger trips from the previous quarter.

Annual revenue hours and revenue miles increased by 8% and 4%, respectively, and productivity remained stable at 0.4 passengers per hour. Total operating costs increased by 2% from the previous quarter, while passenger revenue and farebox recovery decreased by 52% and 53% respectively. Farebox recovery from passenger fares alone represents only 0.2% of total operating cost.



## Performance\*

	4th Quarter FY 23/24	1st Quarter FY 24/25	
	Prior Year FY 23/24	Current Year FY 24/25	% change from 4th Quarter
<b>Total Passenger Trips**</b>	<b>855</b>	<b>962</b>	<b>13%</b>
Route 300 SB Connect	184	252	37%
Route 380 ONT Connect	671	710	6%
<b>Performance</b>			
Revenue Hours	2,177	2,344	8%
Passengers per Rev Hour	0.4	0.4	4%
Revenue Miles	20,895	21,755	4%
Passengers per Rev Mile	0.04	0.04	8%
<b>OPERATIONS Expense</b>			
Total Operating Cost	\$281,123	\$287,156	2%
Passenger Revenue	\$1,374	\$653	-52%
Farebox Recovery Ratio	0.5%	0.2%	-53%
Farebox Recovery Ratio (TDA Formula***)	16.7%	16.5%	-1%
Subsidy per Pass Trip	\$274.04	\$249.21	-9%
<b>FLEET Characteristics</b>			
Vehicles in Peak Service	2	2	
Service Area Square Mileage	31	31	
Vehicles per Square Mile	0.1	0.1	

\* Extracted from TransTrack Manager Quarterly Scorecard during January 2025.

\*\* OmniConnect performance data are also counted as fixed-route trips for Omnitrans services and should not be double counted.

\*\*\* The Transportation Development Act (TDA) allows local revenue to be counted as passenger revenue in calculating the farebox recovery ratio.

# Omnitrans Consolidated Transportation Services Agency (CTSA)

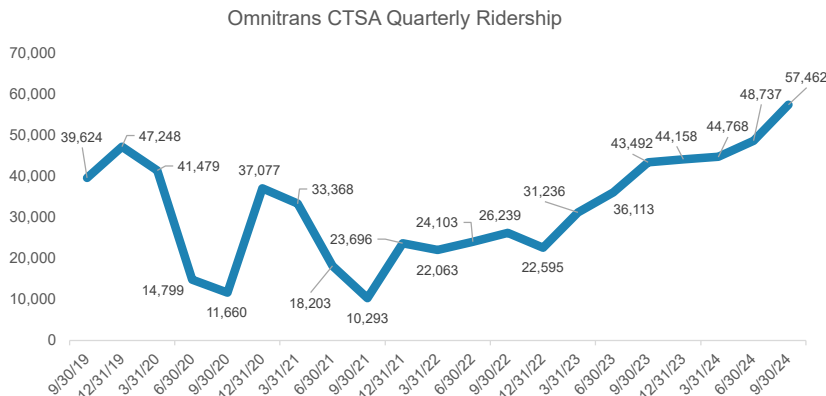


## Commentary and Trends

Omnitrans' CTSA programs support transportation to vulnerable populations by providing specialized transit services and through funding partnerships with human service agencies.

Total CTSA ridership increased by 18% during the first quarter of FY 24/25, marking the highest quarterly ridership total in five years and more than pre-pandemic levels. The largest growth among CTSA programs was seen in TREP mileage reimbursement trips, a 71% increase from last quarter. The increase is attributed to the TREP program expansion which now includes riders in both the East and West Valley of the region. Uber/Taxi Ride Program trips increased 15%, while the Travel Training program saw a decrease within its small volume of participation.

However, within the Regional Mobility Partnership Program, small increases in ridership were realized by the cities of Grand Terrace, Loma Linda and Ontario. This program saw the addition of two new programs — Foothill AIDS Project and VIP Solutions.



## Performance\*

	4th Quarter FY 23/24	1st Quarter FY 24/25	
	Prior Year FY 23/24	Current Year FY 24/25	% change from 4th Quarter
<b>TOTAL TRIPS</b>	<b>48,737</b>	<b>57,462</b>	<b>18%</b>
TREP Mileage Reimbursement Trips	8,458	14,440	71%
Uber/Taxi Ride Program Trips	7,036	8,071	15%
Travel Training Program*	64	36	-44%
Regional Mobility Partnership (RMP) Trips	33,179	34,915	5%
<i>Anthesis</i>	11,294	9,297	-18%
<i>Lutheran Social Services</i>	1,364	1,298	-5%
<i>City of Grand Terrace</i>	278	298	7%
<i>OPARC</i>	8,925	10,116	13%
<i>City of Chino</i>	1,300	2,397	84%
<i>Highland Senior Center</i>	1,378	1,265	-8%
<i>Loma Linda University Adult Day Health</i>	1,055	1,262	20%
<i>City of Ontario</i>	998	2,402	141%
<i>Foothill AIDS Project</i>		1,011	—
<i>VIP Inc.</i>		5,569	—
<i>City of Rialto**</i>			—
<i>AgingNext ***</i>	6,587		—

\* Reporting numbers are for number of individuals trained.

\*\* New Regional Mobility Partner: Contract has been executed. Partner is in the process of starting their program.

\*\*\* Agency is no longer a Regional Mobility Partner as of FY 24/25.



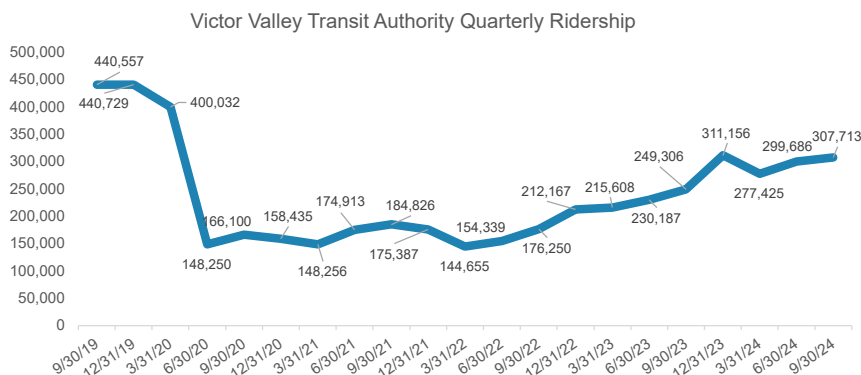
# Victor Valley Transit Authority

## Commentary and Trends

VVTA total ridership increased by 3% during the first quarter of FY 24/25. Specifically, fixed-route and commuter trips both increased by 4%, with demand response ridership decreasing by 5%.

Revenue hours remained roughly the same from the previous quarter, but productivity increased by 3% to 4.8 passengers per hour. Total operating costs decreased by 3% to \$11.4 million; however, the cost per trip increased from \$10.56 to \$11.28 and farebox recovery decreased to 4.1%.

Management direction to return to pre-pandemic service levels increased vehicle utilization by 39%, from 67 to 93 vehicles operated in peak service in FY 23/24. One additional vehicle was brought into service in the first quarter of FY 24/25.



## Performance\*

	4th Quarter FY 23/24	1st Quarter FY 24/25	
	Prior Year FY 23/24	Current Year FY 24/25	% change from 4th Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>299,686</b>	<b>307,713</b>	<b>3%</b>
Fixed-Route Trips	256,123	265,468	4%
Commuter Bus Trips	8,328	8,632	4%
Demand Response Trips	35,235	33,613	-5%
<b>SYSTEM Performance [excludes vanpool revenue hours &amp; miles]</b>			
Revenue Hours	63,683	63,703	0%
Passengers per Rev Hour	4.7	4.8	3%
Revenue Miles	1,108,566	1,011,886	-9%
Passengers per Rev Mile	0.27	0.30	12%
<b>OPERATIONS Expense [excludes vanpool expense &amp; revenue]</b>			
Total Transit Operating Cost	\$11,709,727	\$11,413,960	-3%
Passenger Revenue	\$500,388	\$462,352	-8%
Farebox Recovery Ratio Systemwide	4.3%	4.1%	-5%
Cost per Revenue Mile	\$10.56	\$11.28	7%
Subsidy/Pass Trip – Systemwide	\$37.40	\$35.59	-5%
Fixed-Route Cost per Trip	\$35.97	\$32.93	-8%
Commuter Bus Cost per Trip	\$46.26	\$37.68	-19%
Demand Response Cost per Trip	\$59.91	\$69.84	17%
<b>FLEET Characteristics</b>			
Vehicles in Peak Service	Includes 12 Electric Vehicles		Includes 12 Electric Vehicles
Fixed-Route	47		49
Commuter	6		6
Demand Response	40		39
<b>Total Vehicles in Peak Service</b>	<b>93</b>		<b>94</b>
Service Area Square Mileage	1,082		1,082
Vehicles per Square Mile	0.07		0.07

\* Extracted from TransTrack Manager Quarterly Scorecard during January 2025.



# Victor Valley Transit Consolidated Transportation Services Agency (CTSA)

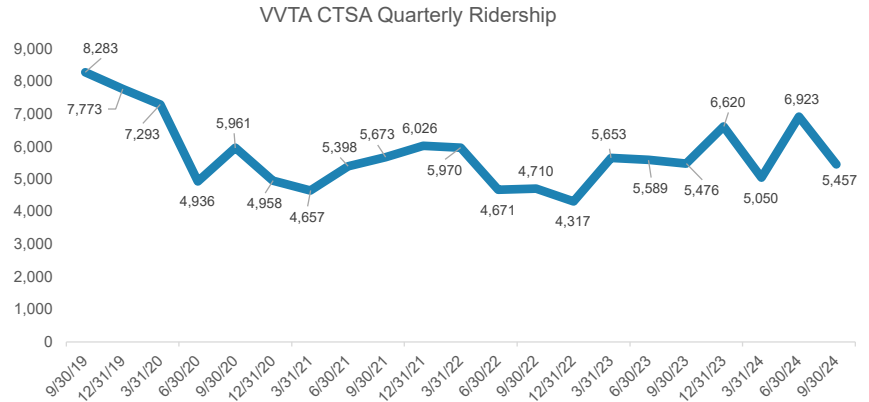
## Commentary and Trends

VVTA's CTSA programs include a range of projects that provide specialized service for seniors and persons with disabilities.

Overall, CTSA ridership experienced a noticeable decrease in trips from 6,923 to 5,457 (a 21% decrease).

VVTA's TRIP mileage reimbursement program declined by 18%, reduced by more than 650 trips during the first quarter. The TRIP program experienced an increase in the number of miles reimbursed, accumulating 5% more miles than the previous quarter, suggesting users may be taking fewer but longer trips.

The Travel Training Program and Fare Media Scholarship Program saw the largest declines in use by 51% and 35%, respectively. However, Trona Community and Senior Center, as well as the Bonnie Baker Senior Center saw a slight increase in participation in the first quarter of FY 24/25.



## Performance

	4th Quarter FY 23/24	1st Quarter FY 24/25	
	Prior Year FY 23/24	Current Year FY 24/25	% change from 4th Quarter
<b>TOTAL TRIPS</b>	<b>6,923</b>	<b>5,457</b>	<b>-21%</b>
TRIP Program	3,620	2,969	-18%
Nonprofit Providers	1,300	1,274	-2%
Foothill AIDS Project	227	213	-6%
Abundant Living Church	533	482	-10%
Heart's Extended	122	94	-23%
Trona Community and Senior Center	372	434	17%
Bonnie Baker Senior Center	46	51	11%
Travel Training Program	511	249	-51%
Fare Media Scholarship Program	1,492	965	-35%
<b>TOTAL MILES</b>	<b>109,399</b>	<b>114,745</b>	<b>5%</b>
TRIP Program	109,399	114,745	5%
<b>TOTAL HOURS</b>	<b>112</b>	<b>108</b>	<b>-4%</b>
Transit Ambassador Program	112	108	-4%

# Victor Valley Transit iVanpool

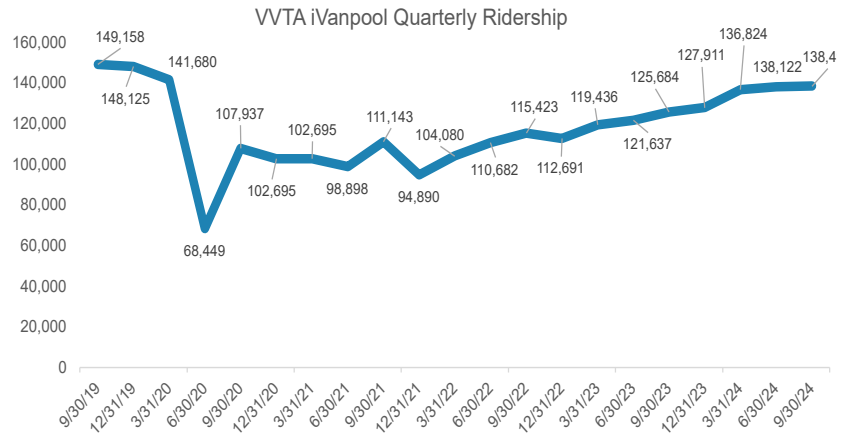


## Commentary and Trends

VVTA's regional vanpool program provides a subsidy to support coworker groups with the cost of leasing and maintaining a vehicle for the purpose of commuting to and from work.

The iVanpool program increased two vans during the first quarter of FY 24/25 (211), which is difficult to achieve during the summer months! Reported revenue hours increased by 1% and revenue miles decreased by 1%. Passenger miles increased by 1%, however participation fees decreased by 8%.

All vanpools are eligible to receive up to \$600 per month in program subsidy toward the cost of a vanpool, which was increased from \$400 last fiscal year.



## Performance

Performance	4th Quarter FY 23/24	1st Quarter FY 24/25	
	Prior Year FY 23/24	Current Year FY 24/25	% change from 4th Quarter
Number of Vanpools	209	211	1%
Revenue Miles	1,457,802	1,436,324	-1%
Revenue Hours	29,719	29,927	1%
Unlinked Passenger Trips	138,122	138,493	0%
Passenger Miles	7,036,696	7,127,823	1%
Subsidies Disbursed	\$376,339	\$381,430	1%
Participation Fees	\$338,132	\$309,660	-8%

Attachment: SBCTA Quarterly Report 1st Quarter FY 24-25 013025 (11365 : San Bernardino County Multimodal Transportation Quarterly Update



# Basin Transit

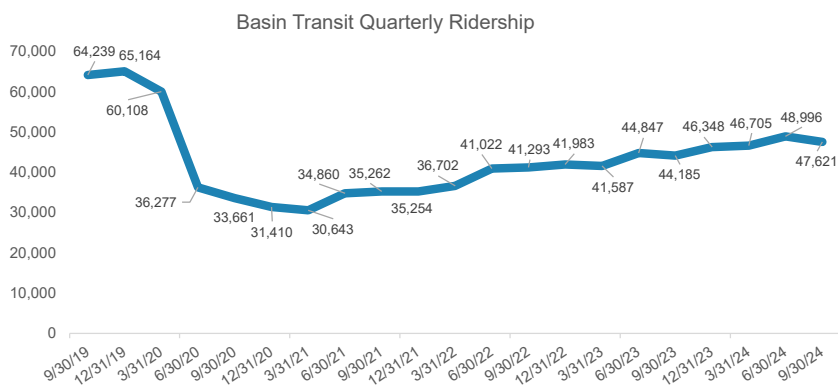


## Commentary and Trends

Basin Transit's total ridership decreased by 3% during the first quarter of FY 24/25, mostly attributable to fewer commute trips into Palm Springs.

Revenue hours remained fairly constant for the quarter and productivity remained consistent at six passengers per hour. Total operating costs decreased by 4% while passenger revenue grew by 14%, increasing the farebox recovery ratio to 8% system-wide from 6.7% last quarter.

The TREP mileage reimbursement program gained eight clients, but ridership decreased by 2%, or 20 fewer trips than last quarter.



## Performance\*

	4th Quarter FY 23/24	1st Quarter FY 24/25	
	Prior Year FY 23/24	Current Year FY 24/25	% change from 4th Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>48,996</b>	<b>47,621</b>	<b>-3%</b>
Fixed-Route Trips	42,930	42,562	-1%
Commuter Bus Trips	1,985	1,385	-30%
Demand Response Trips	4,081	3,674	-10%
<b>SYSTEM Performance</b>			
Revenue Hours	8,172	8,003	-2%
Passengers per Rev Hour	6.0	6.0	-1%
Revenue Miles	163,921	161,466	-1%
Passengers per Rev Mile	0.30	0.29	-1%
<b>OPERATIONS Expense</b>			
Total Operating Cost	\$1,188,885	\$1,142,244	-4%
Passenger Revenue	\$80,041	\$91,529	14%
Farebox Recovery Ratio Systemwide	6.7%	8.0%	19%
Cost per Revenue Mile	\$7.25	\$7.07	-2%
Subsidy/Pass Trip – Systemwide	\$22.63	\$22.06	-3%
Fixed-Route Cost per Trip	\$19.68	\$19.28	-2%
Commuter Bus Cost per Trip	\$61.01	\$77.31	27%
Demand Response Cost per Trip	\$54.63	\$58.40	7%
<b>TREP Mileage Reimbursement Program</b>			
TREP Clients	121	129	7%
TREP Trips	1,186	1,166	-2%
TREP Miles Reimbursed	25,228	23,851	-5%
Mileage Reimbursement Cost	\$10,091	\$9,540	-5%
<b>FLEET Characteristics</b>			
Vehicles in Peak Service			
Fixed-Route/Commuter	9	9	
Demand Response	4	4	
<b>Total Vehicles in Peak Service</b>	<b>13</b>	<b>13</b>	
Service Area Square Mileage	1,300	1,300	

\* Extracted from TransTrack Manager Quarterly Scorecard during January 2025.

# Mountain Transit



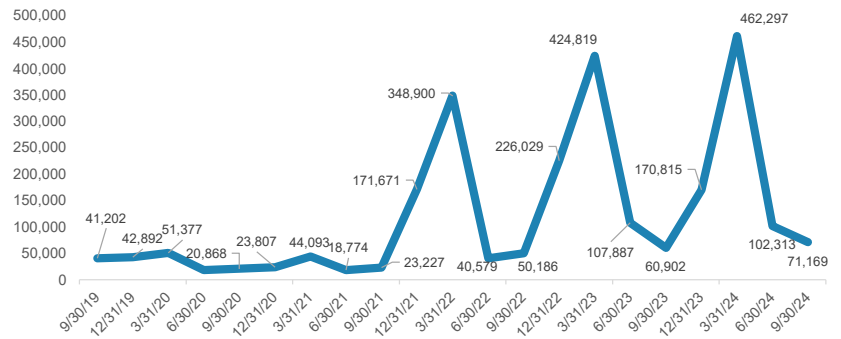
## Commentary and Trends

Mountain Transit's first quarter ridership decreased by 30%, with most of the decrease occurring within fixed-route service. There were slight increases in commuter and demand response trips.

Annual systemwide revenue hours remained relatively the same from the last quarter; however, passengers per hour decreased by 31%.

Operating costs increased by 16% systemwide, while passenger revenue decreased by 35% since the last quarter of FY 23/24. Farebox recovery decreased significantly by 44%, reflecting the loss of the winter season partnership fare contributions.

Mountain Transit Quarterly Ridership



## Performance\*

	4th Quarter FY 23/24	1st Quarter FY 24/25	% change from 4th Quarter
	Prior Year FY 23/24	Current Year FY 24/25	
<b>SYSTEM Total Passenger Trips</b>	<b>102,313</b>	<b>71,169</b>	<b>-30%</b>
Fixed-Route Trips	96,814	65,150	-33%
Commuter Bus Trips	2,359	2,427	3%
Demand Response Trips	3,140	3,592	14%
<b>SYSTEM Performance</b>			
Revenue Hours	13,267	13,325	0%
Passengers per Rev Hour	7.7	5.3	-31%
Revenue Miles	211,057	211,111	0%
Passengers per Rev Mile	0.48	0.34	-30%
<b>OPERATIONS Expense</b>			
Total Operating Cost	\$1,628,654	\$1,890,523	16%
Passenger Revenue	\$397,919	\$257,216	-35%
Farebox Recovery Ratio Systemwide	24.4%	13.6%	-44%
Costs per Revenue Mile	\$7.72	\$8.96	16%
Subsidy/Pass Trip – Systemwide	\$12.03	\$22.95	91%
Fixed-Route Cost per Trip	\$12.96	\$21.91	69%
Commuter Bus Cost per Trip	\$55.06	\$62.71	14%
Demand Response Cost per Trip	\$77.73	\$86.57	11%
<b>FLEET Characteristics</b>			
Vehicles in Peak Service			
Fixed-Route	12	11	
Demand Response	4	2	
Off the Mountain	2	2	
Seasonal Service	16	0	
Airport Shuttle	1	1	
<b>Total Vehicles in Peak Service</b>	<b>35</b>	<b>16</b>	
Service Area Square Mileage	269	269	
Vehicles per Square Mile	0.05	0.05	

\* Extracted from TransTrack Manager Quarterly Scorecard during January 2025.



# Needles Transit Services



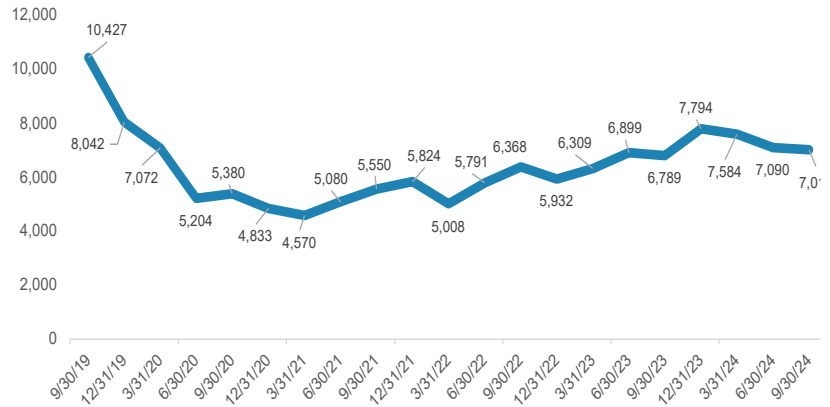
## Commentary and Trends

Needles Transit Services saw a slight decrease in ridership during the first quarter of FY 24/25 (1%), the third consecutive quarter of ridership decline.

There was a slight increase in annual revenue hours of 1%, but a slight decrease in productivity to 5.5 passengers carried per hour.

Operating costs decreased by 1% compared to last quarter, while passenger revenue increased by 43%, bringing the farebox recovery ratio to 7.7% compared to 5.4% in the last quarter.

Needles Transit Services Quarterly Ridership



## Performance\*

	4th Quarter FY 23/24	1st Quarter FY 24/25	
	Prior Year FY 23/24	Current Year FY 24/25	% change from 4th Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>7,090</b>	<b>7,016</b>	<b>-1%</b>
Fixed-Route Trips	5,492	5,291	-4%
Demand Response Trips	1,598	1,725	8%
<b>SYSTEM Performance</b>			
Revenue Hours	1,263	1,281	1%
Passengers per Rev Hour	5.6	5.5	-2%
Revenue Miles	15,826	16,015	1%
Passengers per Rev Mile	0.45	0.44	-2%
<b>OPERATIONS Expense</b>			
Total Operating Cost	\$150,534	\$149,563	-1%
Passenger Revenue	\$8,063	\$11,515	43%
Farebox Recovery Ratio Systemwide	5.4%	7.7%	44%
Costs per Revenue Mile	\$9.51	\$9.34	-2%
Subsidy/Pass Trip – Systemwide	\$20.09	\$19.68	-2%
Fixed-Route Cost per Trip	\$20.74	\$20.56	-1%
Demand Response Cost per Trip	\$17.89	\$16.97	-5%
<b>FLEET Characteristics</b>			
Vehicles in Peak Service			
Fixed-Route		1	
Demand Response		1	
<b>Total Vehicles in Peak Service</b>		<b>2</b>	
Service Area Square Mileage		31	
Vehicles per Square Mile		0.06	

\* Extracted from TransTrack Manager Quarterly Scorecard during January 2025.

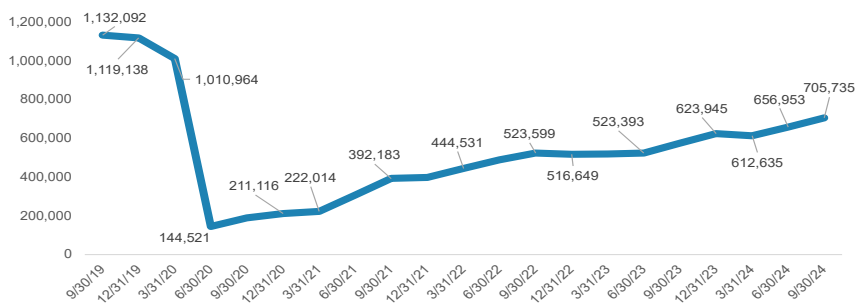


### Commentary and Trends

Metrolink service saw increases of 7% for the San Bernardino Line and by 8% for the Inland Empire Orange County Line compared to last quarter.

San Bernardino County station annual boardings increased on the San Bernardino and Inland Empire Orange County lines, while the Riverside Line ridership decreased by 2%.

Metrolink Quarterly Ridership



### Performance\*

	4th Quarter FY 23/24	1st Quarter FY 24/25	
	Prior Year FY 23/24	Current Year FY 24/25	% change from 4th Quarter

#### SYSTEM Passenger Boardings by Line

TOTAL San Bernardino Line (SBL)	476,590	510,137	7%
TOTAL Inland Empire Orange County Line (IEOCL)	180,363	195,598	8%
Boardings at San Bernardino County Stations:			
San Bernardino Line	167,318	174,806	4%
IEOC Line	8,467	9,943	17%
Riverside Line	8,349	8,162	-2%

#### 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	17,487,680	18,667,308	7%
Average Passenger Trip Length	36.7	36.6	0%

#### PERFORMANCE MEASURES - IEOC Line

Passenger Miles	5,632,719	7,329,998	30%
Average Passenger Trip Length	35.7	37.3	4%

#### SERVICE LEVELS

San Bernardino Line			
# of trains per weekday WB	18	18	
# of trains per weekday EB	18	18	
# of trains per Saturday WB/EB	8	8	
# of trains per Sunday WB/EB	8	8	
IEOC Line - with stops in San Bernardino County			
# of trains per weekday WB	7	7	
# of trains per weekday EB	7	7	
# of trains per weekend WB	2	2	
# of trains per weekend EB	2	2	

\* Metrolink passenger boarding data only represents weekday ridership.

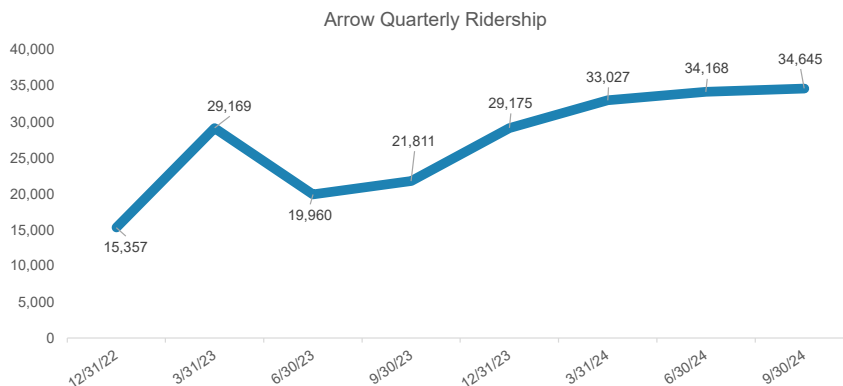
### Commentary and Trends

Metrolink’s Arrow service launched on October 24, 2022, adding nine miles of track and four new stations between San Bernardino-Downtown and Redlands University.

During the first quarter of FY 24/25, Arrow boardings grew slightly by 1% compared to the previous quarter. Part of the service’s continued success can be attributed to the Student Adventure Pass pilot program, which provides free rides for any student with valid school identification.

Annual passenger miles, or the cumulative sum of the distances ridden by each passenger, decreased by 2% during FY 24/25, with an average passenger trip length of 6.4 miles.

Financial information and additional performance measures will be reported here as it becomes available.



### Performance

	4th Quarter FY 23/24	1st Quarter FY 24/25	
	Prior Year FY 23/24	Current Year FY 24/25	% change from 4th Quarter
<b>Passenger Boardings</b>			
Total Passenger Boardings	34,168	34,645	1%
<b>FINANCIAL</b>			
Operating Cost			
Farebox Revenue	N/A	N/A	
Farebox Recovery Ratio			
<b>PERFORMANCE MEASURES - Arrow</b>			
Passenger Miles	228,071	223,070	-2%
Average Passenger Trip Length	6.7	6.4	-4%
<b>SERVICE LEVELS</b>			
# of trains per weekday WB	25	25	
# of trains per weekday EB	25	25	
# of trains per Saturday WB/EB	16	16	
# of trains per Sunday WB/EB	16	16	

Attachment: SBCTA Quarterly Report 1st Quarter FY 24-25 013025 (11365 : San Bernardino County Multimodal Transportation Quarterly Update

# SBCTA Multimodal Programs SB Loop

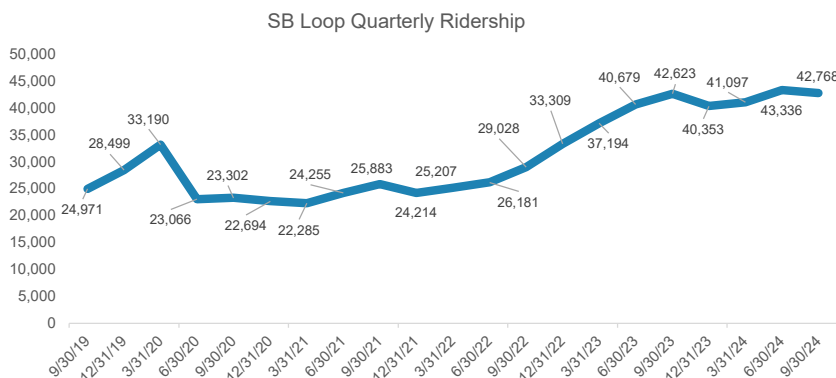


## Commentary and Trends

SB Loop is a vanpool program for the County that provides up to 50%, or a maximum of \$600 per month, to organized vanpools toward the lease of a qualifying vehicle. The service area includes trips with destinations in the Valley, the Mountain Communities, the Colorado River Basin and the Morongo Valley.

During the first quarter of FY 24/25, SB Loop vanpool trips decreased by 1% compared to the last quarter.

SBCTA provided \$137,798 in disbursed subsidies during FY 24/25, an increase of 2% over the fourth quarter of FY 23/24, representing a subsidy per passenger trip of \$3.22. Vanpool participants contributed more than \$300,000 toward the cost of operating vanpools. The overall cost per trip during the first quarter of FY 24/25 was \$10.29 per passenger.



## Performance

	4th Quarter FY 23/24	1st Quarter FY 24/25	
	Prior Year FY 23/24	Current Year FY 24/25	% change from 4th Quarter
<b>SYSTEM Totals</b>			
Number of Vanpools	78	80	3%
Vanpool Passenger Trips	43,336	42,768	-1%
<b>SYSTEM Performance</b>			
Passenger Miles	1,645,838	1,589,593	-3%
Passengers/Miles	38.0	37.2	-2%
<b>OPERATIONS Expense</b>			
Subsidies Disbursed	\$135,179	\$137,798	2%
Participation Fees	\$308,349	\$302,380	-2%
Subsidy per Passenger Trip	\$3.12	\$3.22	3%
Average Cost per Passenger Trip	\$10.23	\$10.29	1%

Attachment: SBCTA Quarterly Report 1st Quarter FY 24-25 013025 (11365 : San Bernardino County Multimodal Transportation Quarterly Update

# SBCTA Multimodal Programs

## IE Commuter Rideshare



### Commentary and Trends

IE Commuter is a ridesharing program of the Riverside County Transportation Commission and SBCTA, working to reduce traffic and improve air quality in the region by helping businesses develop employee rideshare programs.

During the first quarter of FY 24/25, IE Commuter lost five employers while serving 45 more work sites than the last quarter. The number of total IE Commuter accounts increased by 3%, while the number of active accounts for ride matching increased by 4%. Survey activities grew by 865% to more than 23,000 commuters surveyed. There was an increase in the number of vehicle trips reduced but decreases in vehicle miles traveled and greenhouse gas emissions. While this report reviews performance data on a quarterly basis, rideshare performance is best analyzed annually for a year over year comparison.

### Performance\*

	4th Quarter FY 23/24		1st Quarter FY 24/25	
	Prior Year FY 23/24	Current Year FY 24/25	% change from 4th Quarter	
<b>PROGRAM Totals</b>				
Total Number of Employers	116	111	-4%	
Total Number of Employer Worksites	1,116	1,161	4%	
Total Number of IE Commuter Accounts	104,194	107,651	3%	
Number of Accounts Active for Ridematching	16,276	16,968	4%	
<b>EMPLOYER Totals</b>				
Total Employers Surveyed	17	7	-59%	
Total Commuters Surveyed	2,404	23,194	865%	
Vehicle Trip Reductions (VTR)	28,717	40,257	40%	
Vehicle Miles Traveled (VMT) Reduced	1,907,646	1,014,505	-47%	
Greenhouse Gas Emissions (GHG) Reduced (lbs)	1,548,118	823,297	-47%	
<b>INCENTIVE Totals</b>				
Total Participants	1,287	1,031	-20%	
Vehicle Trip Reductions (VTR)	17,222	18,892	10%	
Vehicle Miles Traveled (VMT) Reduced	520,155	454,435	-13%	
Greenhouse Gas (GHG) Emissions Reduced (lbs)	422,119	368,787	-13%	

\* Rideshare statistics roll up each quarter, and are best analyzed at year end for a year over year comparison.

## *Minute Action*

AGENDA ITEM: 6

**Date:** *March 5, 2025*

**Subject:**

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

**Recommendation:**

Receive and file Change Order Report.

**Background:**

San Bernardino County Transportation Authority (SBCTA) Department of Transit and Rail Programs has two ongoing construction contracts, one procurement of major equipment contract and one vehicle procurement contract, of which three had Construction Change Orders (CCO) approved since the last reporting to the Transit Committee on December 12, 2024. The CCOs are listed below:

A. Contract No. 23-1002891 with Griffith Company for the West Valley Connector Project Mainline Construction:

1) CCO 011: Additional Grind & Overlay in the City of Ontario. (\$43,943.10)

B. Contract No. 23-1002922 with Metro Builders & Engineers Group, Ltd. for the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project: AMF Retrofit Construction:

1) CCO 001: Desclope Waterline Tie-in at 3<sup>rd</sup> Street (-\$13,521.45)

C. Contract No. 23-1002961 with Proterra Builders, Inc. for the AMF Hydrogen Fuel Upgrade Project: Procurement of Major Equipment:

1) CCO 001: Docking Station Breaker, Omission and Diesel Generator Revisions. (\$22,964.98)

D. Contract No. 20-1002310 with Stadler US, Inc. for Zero Emission Multiple Unit Rail Vehicle Procurement: There are no newly executed CCOs since the last report.

**Financial Impact:**

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

**Reviewed By:**

This item was received by the Transit Committee on February 13, 2025.

**Responsible Staff:**

Victor Lopez, Director of Transit & Rail Programs

Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

*Entity: San Bernardino County Transportation Authority*

**Transit and Rail Programs Contracts  
Executed Change Orders**

Number	Description	Amount
West Valley Connector Mainline Construction, Griffith Company (23-1002891)		
	Description	Amount
11	Additional Grind & Overlay Addition in City of Ontario	\$43,943.00
	CCO Total	\$28,196.00
	Approved Contingency	\$11,995,991.00
	Remaining Contingency	\$11,967,794.00
ZEMU - Arrow Maintenance Facility (AMF) Construction Upgrade Project, Metro Builders & Engineers Group, Ltd. (23-1002922)		
	Description	Amount
1	Desclope Waterline Tie-in at 3rd Street	(\$13,521.40)
	CCO Total	(\$13,521.40)
	Approved Contingency	\$962,657.00
	Remaining Contingency	\$976,178.00
ZEMU - Arrow Maintenance Facility (AMF) Procurement Upgrade Project, Proterra Builders, Inc. (23-1002961)		
	Description	Amount
1	Docking Station Breaker, Omission and Diesel Generator Revisions	\$22,964.00
	CCO Total	\$22,964.00
	Approved Contingency	\$56,280.00
	Remaining Contingency	\$33,315.00
ZEMU- Vehicle Procurement Stadler (20-1002310)		
	Description	Amount
	CCO Total	\$2,592,169.00
	Approved Contingency	\$3,487,482.00
	Remaining Contingency	\$895,313.00

Attachment: Contract Change Order 11193 February 2025final (11363 : Transit and Rail Programs Contract Change Orders to On-Going

## *Minute Action*

AGENDA ITEM: 7

**Date:** *March 5, 2025*

**Subject:**

Project Delivery Contract Change Orders to On-Going Contracts

**Recommendation:**

Receive and file Change Order Report.

**Background:**

San Bernardino County Transportation Authority (SBCTA) Department of Project Delivery has 14 on-going construction contracts, of which nine have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on December 12, 2024. The CCOs are listed below:

A. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the State Route (SR) 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project: There are no newly executed CCOs since last report.

B. Contract No. 19-1002196 with Security Paving Company, Inc., for the SR 60 Central Avenue Interchange Project:

- 1) CCO 16: 18-inch steel casing. (\$19,508)
- 2) CCO 25: City street name changes. (\$2,607.86)
- 3) CCO 33: Oil price index adjustment. (\$109,953.34)
- 4) CCO 38: Retaining wall 129 height adjustment. (\$17,678.20)
- 5) CCO 40: Rapid set concrete. (\$26,034)
- 6) CCO 45: Extension of builders' risk insurance. (\$27,868.30)
- 7) CCO 46: Additional safety work per City and Caltrans walk-through. (\$55,000)

C. Contract No. 19-1002026 with Diversified Landscape Company, for the Interstate 215 Segments 1, 2, and 3 Establish Existing Planting Project:

- 1) CCO 1.1: Relocate existing backflow preventer. (\$2,547.71)

D. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for the Interstate 10 (I-10) Corridor Contract 1 Design Build Contract:

- 1) CCO 137.1: Additional work of private property drainage at Carmax. (\$30,363)
- 2) CCO 150: Implementation of copper conductor theft-deterrent measures. (\$154,000)
- 3) CCO 151: Additional work to remove/replace overhead sign for Holt Boulevard. (\$24,246)
- 4) CCO 152: Additional inspection permit fee, City of Claremont. (\$40,811)

*Entity: San Bernardino County Transportation Authority*



Board of Directors Agenda Item

March 5, 2025

Page 2

E. Contract 23-1002869 with SEMA Construction, Inc., for the I-10 Eastbound Truck Climbing Lane: There are no newly executed CCOs since last report.

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

G. Contract No. 18-1001966 with Traylor-Granite Joint Venture, for the Mount Vernon Avenue Viaduct Project Design Build:

- 1) CCO 3.5: Temporary railroad crossing. (\$115,309.83)
- 2) CCO 30.1: Notice to Proceed No. 3 excusable delay costs. (\$664,983)
- 3) CCO 32: Span 1 girder delays. (\$368,490.01)

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

I. Contract No. 21-1002620 with Ortiz Enterprises, Inc., for the I-10 Alabama Street Interchange Improvements Project:

- 1) CCO 9.3: Resolution of deferred time. (\$0)

J. Contract No. 23-1002919 with Griffith Company, for the Construction of the Metrolink Active Transportation Program Phase II Project:

- 1) CCO 12: Tree removal. (\$16,900.92)

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

- 1) CCO 53: Stage two westbound on-ramp staging revision. (\$56,173)
- 2) CCO 56: Concrete barrier modifications. (\$22,215.83)
- 3) CCO 62: Design modification to westbound off-ramp grades. (\$62,859)

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

- 1) CCO 2: Dispute Resolution Board. (\$4,000)
- 2) CCO 5: Water Pollution Control Maintenance. (\$5,000)

M. Contract No. 23-1002955 with SEMA Construction, Inc., for the I-215 University Parkway Interchange Project: There are no newly executed CCOs since last report.

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

- 1) CCO 19.2: Alternative in-line terminal system. (\$60,000)
- 2) CCO 24: Delays on demolition of existing bridge. (\$141,500)
- 3) CCO 25: Bridge demolition delays. (\$18,000)

San Bernardino County Transportation Authority

Board of Directors Agenda Item

March 5, 2025

Page 3

4) CCO 26: Repair of rock pocket on underside of bridge. (\$200,000)

5) CCO 27: Infiltration basin one changes. (\$2,990)

**Financial Impact:**

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0823 I-10 Corridor Contract 1, Sub-Task No. 0811 North 1st Avenue over BNSF, Sub-Task No. 0893 SR-60 Central Avenue, Sub-Task No. 0827 Mt. Vernon Viaduct, Sub-Task No. 0895 I-10 Alabama, Sub-Task No. 0838 I-215 Landscape, Sub-Task No. 0814 SR-210 Waterman, and Sub-Task No. 0897 I-10 Cedar.

**Reviewed By:**

This item was received by the Board of Directors Metro Valley Study Session on February 13, 2025.

**Responsible Staff:**

Kristi Harris, Director of Project Delivery

Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

<b>Project Delivery Contracts Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
SR 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation (19-1002078)		
Number	Description	Amount
	CCO Total	\$24,789,630.30
	Approved Contingency	\$34,927,790.07
	Remaining Contingency	\$10,138,159.77
SR 60 Central Avenue Interchange (19-1002196)		
Number	Description	Amount
16	Eighteen-inch steel casing.	\$19,508.00
25	City street name changes.	\$2,607.86
33	Oil price index adjustment.	\$109,953.34
38	Retaining wall 129 height adjustment.	\$17,678.20
40	Rapid set concrete.	\$26,034.00
45	Extension of builders' risk insurance.	\$27,868.30
46	Additional safety work per City and Caltrans walk-through.	\$55,000.00
	CCO Total	\$1,716,074.61
	Approved Contingency	\$2,912,039.00
	Remaining Contingency	\$1,195,964.39
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
1.1	Relocate existing backflow preventer.	\$ 2,547.71
	CCO Total	\$151,291.27
	Approved Contingency	\$1,451,300.00
	Remaining Contingency	\$1,300,008.73
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
137.1	Additional work of private property drainage at Carmax.	\$30,363.00
150	Implementation of copper conductor theft-deterrent measures.	\$154,000.00
151	Additional work to remove/replace overhead sign for Holt Blvd.	\$24,246.00
152	Additional inspection permit fee, City of Claremont.	\$40,811.00
	CCO Total	\$18,034,915.61
	Approved Contingency	\$51,369,000.00
	Remaining Contingency	\$33,334,084.39

<b>Project Delivery Contracts Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
	CCO Total	\$978,324.37
	Approved Contingency	\$3,731,253.00
	Remaining Contingency	\$2,752,928.63
Monte Vista Avenue Grade Separation (16-1001461)		
Number	Description	Amount
	CCO Total	\$869,302.95
	Approved Contingency	\$2,498,958.60
	Remaining Contingency	\$1,629,655.65
Mount Vernon Avenue Viaduct (18-1001966)		
Number	Description	Amount
3.5	Temporary railroad crossing.	\$115,309.83
30.1	NTP No. 3 excusable delay costs.	\$664,983.00
32	Span 1 girder delays.	\$368,490.01
	CCO Total	\$16,212,759.83
	Approved Contingency	\$17,230,000.00
	Remaining Contingency	\$1,017,240.17
I-10 University Street Interchange Improvements (20-1002290)		
Number	Description	Amount
	CCO Total	\$1,211,725.45
	Approved Contingency	\$1,500,590.00
	Remaining Contingency	\$288,864.55
I-10 Alabama Street Interchange Improvements (21-1002620)		
Number	Description	Amount
9.3	Resolution of deferred time.	\$0.00
	CCO Total	\$727,529.33
	Approved Contingency	\$1,338,886.33
	Remaining Contingency	\$611,357.00

<b>Project Delivery Contracts Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
<b>Metrolink Active Transportation Program Phase II Project (23-1002919)</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
12	Tree removal.	\$16,900.92
CCO Total		\$92,436.90
Approved Contingency		\$900,661.70
Remaining Contingency		\$808,224.80
<b>I-10 Cedar Avenue Improvement (22-1002784)</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
53	Stage two westbound on-ramp staging revision.	\$56,173.00
56	Concrete barrier modifications.	\$22,215.83
62	Design modification to westbound off-ramp grades.	\$62,859.00
CCO Total		<b>(\$883,967.98)</b>
Approved Contingency		\$8,098,400.00
Remaining Contingency		\$8,982,367.98
<b>SR 210 Waterman Interchange Improvement Project (24-1003027)</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
2	Dispute Resolution Board.	\$ 4,000.00
5	Water pollution control maintenance.	\$ 5,000.00
CCO Total		\$ 9,000.00
Approved Contingency		\$778,576.63
Remaining Contingency		\$769,576.63
<b>I-215 University Parkway Interchange (23-1002955)</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
CCO Total		\$0.00
Approved Contingency		\$1,129,988.00
Remaining Contingency		\$1,129,988.00
<b>North 1st Avenue Bridge Over BNSF (22-1002780)</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
19.2	Alternative in-line terminal system.	\$60,000.00
24	Delays on demolition of existing bridge.	\$141,500.00
25	Bridge demolition delays.	\$18,000.00
26	Repair of rock pocket on underside of bridge.	\$200,000.00
27	Infiltration basin one changes.	\$2,990.00
CCO Total		\$1,700,528.77
Approved Contingency		\$3,561,922.00
Remaining Contingency		\$1,861,393.23

## *Minute Action*

AGENDA ITEM: 8

**Date:** *March 5, 2025*

**Subject:**

Extension Requests for Fiscal Year 2023/2024 Measure I Local Street Program Funds Audits

**Recommendation:**

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

Grant an extension to May 31, 2025, to complete the audit for Fiscal Year 2023/2024 Measure I Local Street Program funds for the City of Adelanto and Town of Apple Valley.

**Background:**

San Bernardino County Transportation Authority (SBCTA) policies concerning the Measure I 2010-2040 Local Street Programs state that if a jurisdiction is not able to meet the Compliance Audit Deadline, the jurisdiction may submit a letter requesting an extension and specifying the period of the requested extension for consideration by the General Policy Committee at their February meeting and the SBCTA Board of Directors (Board) at their March meeting.

The City of Adelanto, Town of Apple Valley, City of Fontana, City of Needles, City of Rialto, City of San Bernardino, and City of Victorville were granted an automatic two-month extension to complete the Fiscal Year 2023/2024 Measure I Audit on Local Street Program Funds. The audits for the Cities of Fontana, Needles, Rialto, San Bernardino, and Victorville should be completed by February 28, 2025, and should not require further extension. The City of Adelanto and Town of Apple Valley have submitted letters requesting extensions to May 31, 2025, to complete the Fiscal Year 2023/2024 Measure I Audit on Local Street Program Funds.

SBCTA staff has informed the City of Adelanto and Town of Apple Valley staff that based on policy, an additional time extension is subject to Board approval and that withholding of Measure I funds will commence in March 2025 if the extension is not approved. If the extension is not granted, the funds will be withheld and only released upon completing the Measure I audit.

**Financial Impact:**

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

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 12, 2025.

**Responsible Staff:**

Lisa Lazzar, Chief Financial Officer

Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

*Entity: San Bernardino County Transportation Authority*



**Gabriel Reye**  
*Mayor*

**Daniel Ramo**  
*Mayor Pro Tem*

**Joy Jeannet**  
*Council Member*

**Angelo Mez**  
*Council Member*

**Amanda Uptergrove**  
*Council Member*

**Jessie Flores**  
*City Manager*

November 26, 2024

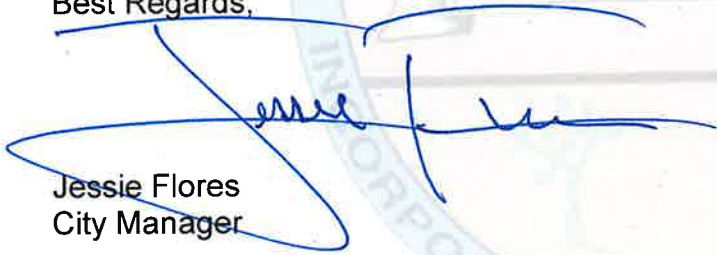
San Bernardino County Transportation Authority  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410

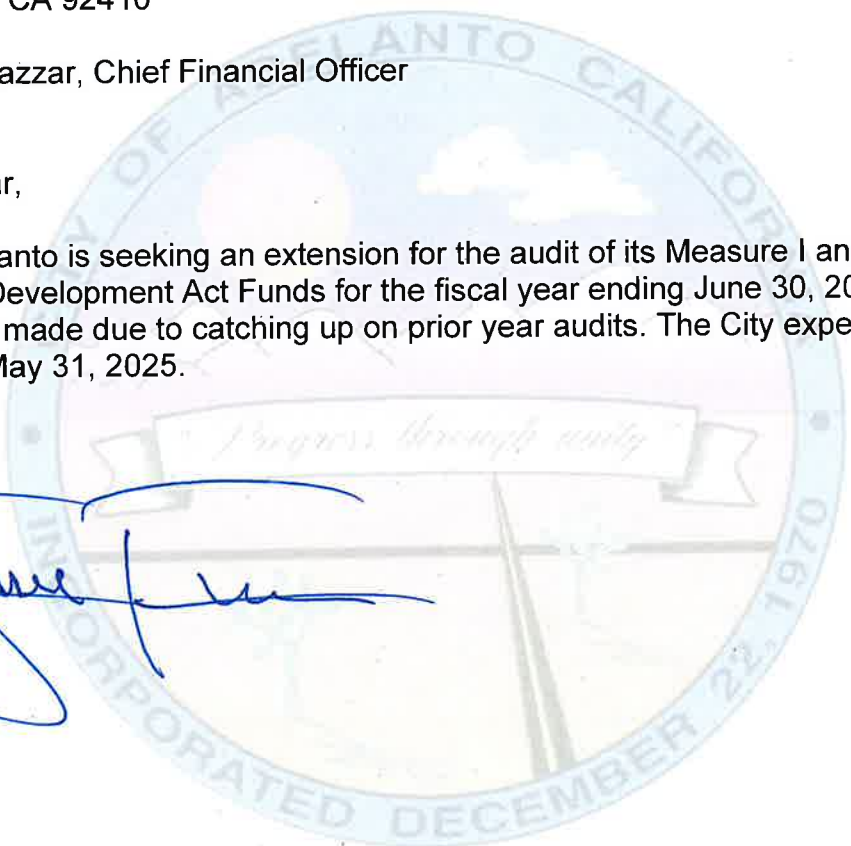
Attention: Lisa Lazzar, Chief Financial Officer

Dear Mrs. Lazzar,

The City of Adelanto is seeking an extension for the audit of its Measure I and Transportation Development Act Funds for the fiscal year ending June 30, 2024. This request is being made due to catching up on prior year audits. The City expects the audit to be finalized by May 31, 2025.

Best Regards,

  
Jessie Flores  
City Manager



Attachment: Adelanto Extension Request FY 2024 (11374 : Extension Requests for Fiscal Year 2023/2024 Measure I Local Street Program



**Town of Apple Valley**  
**Finance Department**

A Better Way of Life

November 25, 2024

San Bernardino County Transportation Authority  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

Attention: Lisa Lazzar, Chief Financial Officer

Dear Mrs. Lazzar,

The Town of Apple Valley is seeking an extension for the audit of its Measure I and Transportation Development Act Funds for the fiscal year ending June 30, 2024. This request is being made due to staff turnover that resulted in delays in issuing the Town's financial statements for the fiscal year ended June 30, 2024. The Town expects the audit to be finalized by May 31, 2025.

Best Regards,

Emad Gewaily  
Director of Finance



## *Minute Action*

AGENDA ITEM: 9

***Date:*** March 5, 2025

***Subject:***

Award Contract No. 25-1003184 for Investment Advisory Services

***Recommendation:***

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

Award Contract No. 25-1003184 to U.S. Bancorp Asset Management, Inc., to provide Investment Advisory Services for a three-year term in an amount not-to-exceed \$405,000, to be funded with Measure I Administration funds, with two one-year options for a total not-to-exceed contract amount of \$675,000.

***Background:***

On September 5, 2024, San Bernardino County Transportation Authority (SBCTA) released Request for Proposals (RFP) No. 25-1003184 for Investment Advisory Services, which was sent electronically to approximately 142 consultants registered on PlanetBids. Fifteen firms downloaded the solicitation.

On October 17, 2024, three proposals were received and found to be responsive by the Procurement Analyst. The Evaluation Committee was comprised of one staff from SBCTA, one staff from San Bernardino County, and one staff from Orange County Transportation Authority. Evaluators concluded their individual review of the proposals and convened to review and discuss the proposals. The committee members individually scored the proposals based on the following evaluation criteria: Qualifications, Related Experience and References--25 points; Proposed Staffing and Project Organization--25 points; Work Plan--25 points; and Price--25 points.

The Evaluation Committee considered all firms qualified to perform the work specified in the RFP. Based on the scoring of the technical proposal, the highest-ranked firm is U.S. Bancorp Asset Management, Inc. This firm was selected because they clearly demonstrated a thorough understanding of the scope of work and proposed a solid team, work plan, and reasonable price.

***Financial Impact:***

Investment advisory services are included in the adopted Budget for Fiscal Year 2024/2025 and funded with Measure I Administration funds, Program 01, General Government, Task 0400, Financial Management.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 12, 2025. SBCTA General Counsel, Enterprise Risk Manager, and Procurement Manager have reviewed this item and the draft agreement.

***Responsible Staff:***

Lisa Lazzar, Chief Financial Officer

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item  
March 5, 2025  
Page 2

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

San Bernardino County Transportation Authority



**CONTRACT NO. 25-1003184****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****U.S. BANCORP ASSET MANAGEMENT, INC.****FOR****INVESTMENT ADVISORY SERVICES**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and U.S. Bancorp Asset Management, Inc., (“CONSULTANT”), whose address is 633 West 5<sup>th</sup> Street, Suite 2560, Los Angeles, CA 90071. SBCTA and CONSULTANT are each a “Party” and are collectively the “Parties.”

**RECITALS:**

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK**

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A “Scope of Work” (“Work”) in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word “Work” includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA’s satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is Lisa Lazzar, 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**

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through March 31, 2028, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed March 31, 2030.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or applied to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA), shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Four Hundred Five Thousand Dollars (\$405,000). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work," and shall be reimbursed pursuant to Exhibit B "Price Proposal." The fee schedule identified in Exhibit B shall remain fixed for the term of this Contract. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the California Department of Human Resources rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 Intentionally Omitted
- 3.4 Intentionally Omitted
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES"

Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE 4. INVOICING**

4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below. Payment shall not be construed to be an acceptance of Work.

4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10<sup>th</sup>. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT'S sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

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

For large files over 30 megabytes, invoices can be submitted using this link:  
<https://sanbag-1fweb.sanbag.ca.gov/Forms/Invoice-submission>

4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

4.4 Intentionally Omitted

4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP, nor for any Work under any amendment to the Contract until SBCTA'S Awarding Authority takes action.

4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is

satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

#### 4.7 Intentionally Omitted

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

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

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

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

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

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

### **ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT**

8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic 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. Upon reasonable notice and during CONSULTANT's regular business hours, CONSULTANT shall provide SBCTA or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, or auditing. This access may occur normal business hours and in such a manner as to not interfere with normal business activities. CONSULTANT'S sensitive or confidential information can be viewed by the Authority at a CONSULTANT'S location or via a video conference call, however the Authority may not record or create copies of CONSULTANT'S sensitive or confidential information.



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

#### **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 CONSULTANT agrees to perform its duties and responsibilities under this Agreement as stated in Exhibit A with reasonable care.

#### **ARTICLE 10. REPORTING AND DELIVERABLES**

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

#### **ARTICLE 11. TECHNICAL DIRECTION**

- 11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
- 11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.
  - 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
  - 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
  - 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are



limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

- 11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 11.2.1 Increases or decreases the Scope of Work;
  - 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
  - 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
  - 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
  - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
  - 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
  - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
  - 11.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

## **ARTICLE 12. CHANGES**

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

## **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

## **ARTICLE 15. KEY PERSONNEL**

The personnel specified below are considered to be essential to the Work being performed under this Contract. In the event that the Consultant is required to divert any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of Key Personnel to other personnel, CONSULTANT shall notify SBCTA in writing of the resulting replacement, introduce the individual serving as the replacement to SBCTA, and provide SBCTA with any other information regarding the individual that may be reasonably requested by SBCTA. In the event that

SBCTA is not satisfied with the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Monique Spyke	Managing Director

## ARTICLE 16. REPRESENTATIONS

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

## ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents, data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Work by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same, or (d) the disclosure is required by law or judicial or regulatory process. Any materials and information referred to in this Article, which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.

- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Work or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

## ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days' written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants as well as any materials furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause –
- 18.2.1 In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or

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

18.2.1.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

18.2.2 CONSULTANT may terminate this Contract for a material breach of its terms by SBCTA upon SBCTA's failure to cure such material breach within thirty (30) days after written notice thereof has been delivered by the CONSULTANT.

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

## **ARTICLE 19. STOP WORK ORDER**

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

## **ARTICLE 20. CLAIMS**

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

## **ARTICLE 21. INSURANCE**

### 21.1

SBCTA understands and agrees that all of the insurance requirements and provisions that follow generally fall below CONSULTANT's self-insured retention or deductibles. Further, for all intents and purposes, CONSULTANT is considered self-insured for the insurance requirements that follow: Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:



21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$5,000,000 per claim
- An annual aggregate limit of not less than \$5,000,000
- Coverage or self-insurance 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.

21.1.2 Worker's Compensation/Employer's Liability. The policies or self-insurance 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 or self-insurance shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance, or self-insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

21.1.3. Commercial General Liability. The policy or self-insurance must include the following:

- Consultant shall maintain commercial general liability(CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$2,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$2,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 12 19) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,

- The contract no. and brief explanation of the project/work must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.

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

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

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

21.1.4 Umbrella/Excess CGL. The policy, or self-insurance 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 or self-insurance 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 or self-insurance shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
  - The umbrella or excess policy or self-insurance 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 or self-insurance must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

21.1.5 Commercial Auto. The policy or self-insurance must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance or self-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 or self-insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Technology Professional Liability Errors and Omissions Insurance. Shall be appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage or self-insurance shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, release of private information, extortion and network security. The policy or self-insurance 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 or self-insurance 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.

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 21.2.2 Additional Insured Coverage. The General Liability Policy or self-insurance shall be endorsed by ISO Form CG 20 43, or if not available, then an ISO Form that is equivalent in coverage, 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.
- 21.2.3 Proof of Coverage. Intentionally Deleted -
- 21.2.4 Deductibles and Self-Insured Retention. The parties agree that CONSULTANT shall either carry commercially available insurance or self-insure any or all of the insurance requirements in this agreement. In the event that CONSULTANT self-insures, then



CONSULTANT agrees that they then act as the insurer and will provide all coverages that would have otherwise been available had they purchased insurance.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. The General Liability policies required to be maintained by the CONSULTANT or any subconsultant, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 12 19, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law under the required General Liability, Automobile Liability, and Worker's Compensation, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Work. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require the General Liability, Automobile Liability, and Workers' Compensation Insurance policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice.
- 21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall maintain, or cause to be maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The

CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

- 21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Scope of Work.
- 21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.11 Project Specific Insurance. Intentionally Omitted
- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the

specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

- 21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

## ARTICLE 22. INDEMNITY

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

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

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

- ~~22.2.1 For all other Work and obligations under this Contract, SBCTA agrees to indemnify, defend (with legal counsel reasonably approved by CONSULTANT) and hold harmless CONSULTANT and their authorized officers, employees, agents and volunteers ("CONSULTANT Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any wrongful acts, errors, or omissions, whether negligent or intentional, of any person and for any costs or expenses incurred by any CONSULTANT Indemnitee(s) on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of CONSULTANT Indemnitees. SBCTA's indemnification obligation applies to CONSULTANT Indemnitees' "active" as well as "passive" negligence, but does not apply to the "sole negligence" or "willful misconduct," within the meaning of Civil Code section 2782, of any Indemnitee.~~

## ARTICLE 23. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA's

costs resulting from errors or deficiencies in Work furnished under this Contract, including, but not limited to, any fines, penalties, damages, and costs required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

#### **ARTICLE 24. OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE 25. SUBCONTRACTS**

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

#### **ARTICLE 26. RECORD INSPECTION AND AUDITING**

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

#### **ARTICLE 27. INDEPENDENT CONTRACTOR**

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods

by which Work is performed. All personnel furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

#### **ARTICLE 28. ATTORNEY'S FEES**

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

#### **ARTICLE 29. GOVERNING LAW AND VENUE**

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

#### **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

#### **ARTICLE 31. PRECEDENCE**

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

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

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). ~~Upon mutual agreement of the Parties, notices may be sent by electronically by fax or email.~~ Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made



during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall promptly notify SBCTA of any contact information changes.

<b>To CONSULTANT</b>	<b>To SBCTA</b>
<b>633 West 5<sup>th</sup> Street, Suite 2560</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Los Angeles, CA 90071</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Monique Spyke</b>	<b>Attn: Lisa Lazzar</b>
<b>Email: <a href="mailto:spykem@pfmam.com">spykem@pfmam.com</a></b>	<b>Email: <a href="mailto:llazzar@gosbcta.com">llazzar@gosbcta.com</a></b>
<b>Phone: (415) 393-7259</b>	<b>Phone: (909) 884-8276</b>
	<b>Copy: Procurement Manager</b>
	<b>Email: <a href="mailto:procurement@gosbcta.com">procurement@gosbcta.com</a></b>

### **ARTICLE 33. DISPUTES**

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

### **ARTICLE 34. GRATUITIES**

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

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

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

### **ARTICLE 36. CONFIDENTIALITY**

See Article 17.

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

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

## **ARTICLE 38. SAFETY**

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

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

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

## **ARTICLE 40. ASSIGNMENT**

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

## **ARTICLE 41. AMENDMENTS**

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

## **ARTICLE 42. PREVAILING WAGES**

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

## **ARTICLE 43. CONTINGENT FEE**

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

to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE 44. FORCE MAJEURE**

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

#### **ARTICLE 45. WARRANTY**

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

#### **ARTICLE 46. ENTIRE DOCUMENT**

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

#### **ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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



**ARTICLE 48. EFFECTIVE DATE**

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

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

DRAFT

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

**CONSULTANT**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Monique Spyke  
Managing Director

By: \_\_\_\_\_  
Ray Marquez  
President, Board of Directors

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

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

**APPROVED AS TO FORM**

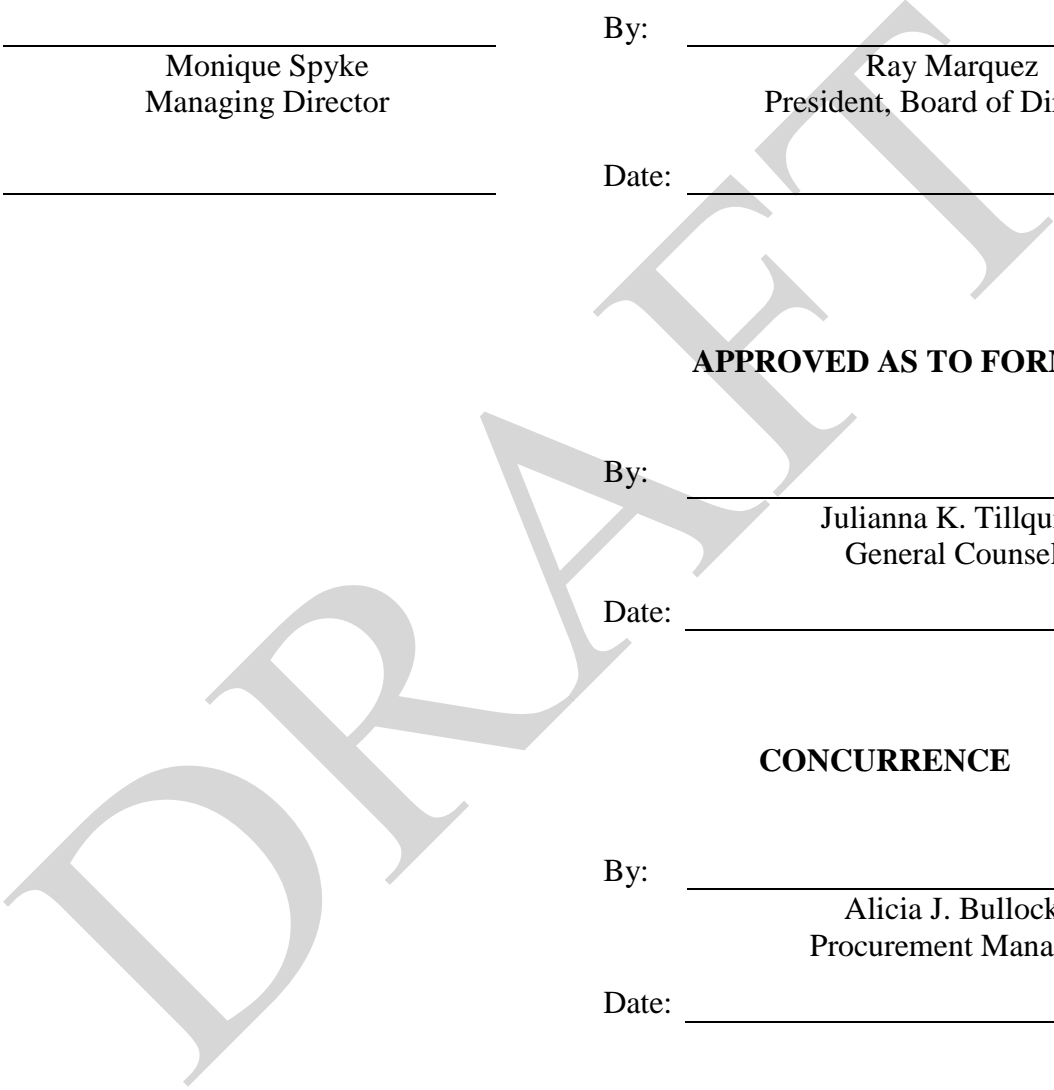
By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

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

**CONCURRENCE**

By: \_\_\_\_\_  
Alicia J. Bullock  
Procurement Manager

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



**EXHIBIT “A”  
“SCOPE OF WORK”**

DRAFT

## Scope of Work – Investment Advisory Services

1. **Provide advice on portfolio performance and issuance of quarterly investment reports.** CONSULTANT will assist SBCTA in selecting a performance benchmark that matches the composition, duration, and risk profile of SBCTA’s actual portfolio. CONSULTANT will provide SBCTA with a quarterly portfolio performance report that evaluates the performance of the portfolio in comparison to SBCTA’s selected benchmark as described in SBCTA’s investment policy. The report will also include a summary detailing trading strategies implemented during the quarter and will provide recommendations for investment strategies for the upcoming quarter.
2. **Review reports of the portfolio managers and provide recommendations.** CONSULTANT will track its purchases and sales and all the securities in the managed portfolio on our accounting system. CONSULTANT will provide SBCTA with recommendations as part of our informal communications and formal reports.
3. **Make presentations to the SBCTA Board and/or Committees.** CONSULTANT shall be available to meet with and present information to SBCTA’s Board, Committees, and the Chief Financial Officer as required.
4. **Provide advice on current investment strategy.** CONSULTANT will review SBCTA’s current investment strategy and provide advice on SBCTA’s current investment strategy for its operating funds, reserves, and bond proceeds. In addition, the CONSULTANT will advise SBCTA on current market conditions and help SBCTA design future investment strategies.
5. **Prepare monthly investment reports.** CONSULTANT shall provide SBCTA with monthly account statements for each account managed. These statements will include information on portfolio value and quality, transactions made during the month, security maturities, gains and losses on sales, and interest income.
6. **Review of Investment Policy.** CONSULTANT shall review SBCTA’s investment policy at the start of the engagement and provide written recommendation(s) for revisions/updates. CONSULTANT will then review the investment policy on an annual basis and provide recommendations based on changes to the California Government Code and prudent investment practices.
7. **Provide a strategy for investing bond proceeds.** CONSULTANT shall assist SBCTA in developing an investment strategy designed to optimize SBCTA’s retainable earnings in accordance with arbitrage rebate regulations and with investments designed to protect the safety of the funds and provide needed liquidity.
8. **Provide advice and recommendations on investments.** CONSULTANT shall provide SBCTA with advice and recommendations on its investments through the quarterly performance report and conversations between SBCTA staff and CONSULTANT’s portfolio managers.
9. **Provide advice/recommendations on the management of resources.** CONSULTANT shall provide SBCTA with advice on the management of resources including a banking service review and procedures to improve investment activities.
10. **Provide economic and interest rate information.** As part of the quarterly portfolio performance report, CONSULTANT shall provide SBCTA with an assessment of economic conditions and the effects on the market. CONSULTANT will send SBCTA notices of key

- economic events on the markets. CONSULTANT's portfolio managers shall be available to discuss market conditions on an as-needed basis.
11. **Submittals** – Monthly Investment Reports. A listing of SBCTA's investments for the operating reserve, rail assets, Transportation Development Act (TDA) funds, Local Agency Investment Fund (LAIF), California Asset Management Program (CAMP), and any other investments, the composition of the portfolio, maturity distribution, and weighted average yield to maturity. Quarterly Investment Report – Market update, portfolio summary and recap, portfolio strategy, portfolio performance, portfolio return comparison, and maturity distribution.
  12. **Schedule** – Annual review (performed in February/March) and recommendations to SBCTA's investment policy.
  13. **Arbitrage** – Additional services relating to Arbitrage Rebate Compliance Services, including all debt issuances (long and short-term).
  14. **Pool Compensation.** Assets invested by the CONSULTANT pursuant to this Scope of Work may from time to time be invested in a money market mutual fund or a local government investment pool managed by the CONSULTANT or an affiliate of the CONSULTANT (either, a "Pool"). Average daily net assets subject to the fees described in this Agreement shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the CONSULTANT or the affiliate of the CONSULTANT, as applicable, and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.
  15. **CONSULTANT's Other Clients.** The SBCTA understands that the CONSULTANT performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The SBCTA agrees that the CONSULTANT, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the SBCTA. The CONSULTANT shall not have any obligation to recommend any security for the SBCTA solely by reason of the fact that the CONSULTANT, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.
  16. **Brochure and Brochure Supplement.** SBCTA acknowledges that it has been provided with all information necessary in connection with the services to be provided by CONSULTANT hereunder, including a copy of Parts 2A and 2B of CONSULTANT's Form ADV prior to or at the time of SBCTA's execution of this Agreement.

**EXHIBIT “B”  
“PRICE PROPOSAL”**

DRAFT



**Attachment B -- Price Proposal  
for: Fixed Price**

RFP No. 25-1003184-

Range	Proposed Percentage per Year (for years 1 to 3)
First \$100 million	7 basis points (0.07%)
Assets over \$100 million	5 basis points (0.05%)

**TOTAL FIXED PRICE AMOUNT: \$135,000/year**

Range	Proposed Percentage per Year (Option Year 1)
First \$100 million	7 basis points (0.07%)
Assets over \$100 million	5 basis points (0.05%)

**TOTAL FIXED PRICE AMOUNT: \$135,000/year**

Range	Proposed Percentage per Year (Option Year 2)
First \$100 million	7 basis points (0.07%)
Assets over \$100 million	5 basis points (0.05%)

**TOTAL FIXED PRICE AMOUNT: \$135,000/year**

This fee assumes assets of \$230 million.

I hereby acknowledge that I have included all labor hours, fees, taxes, materials and equipment in this price.

U.S. Bancorp Asset Management, Inc.

Proposer

Signature of Authorized Person

October 16, 2024

Date

## *Minute Action*

AGENDA ITEM: 10

***Date:*** March 5, 2025

***Subject:***

Release of Request for Proposals No. 25-1003245 for Disadvantaged Business Enterprise Consulting Services

***Recommendation:***

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

Authorize the release of Request for Proposals No. 25-1003245 for Disadvantaged Business Enterprise Consulting Services.

***Background:***

San Bernardino County Transportation Authority (SBCTA) has identified certain measures in order to comply with 49 CFR Part 26.51 and the California Department of Transportation (Caltrans) requirements, by having a Disadvantaged Business Enterprise (DBE) program that strongly encourages the participation of DBEs in the performance of work funded by the Federal Highway Administration (FHWA) or the Federal Transit Administration (FTA). SBCTA seeks to hire a qualified consultant to assist with reviews, goal calculations, good faith efforts, etc.

The firm will be responsible for the following:

- Reviewing SBCTA's DBE-related materials, including manuals and forms, to ensure DBE firms have maximum opportunities to participate in all procurement activities.
- Attend Pre-Bid and Pre-Proposal Conferences as needed.
- Assess and review contract-specific DBE goals for FHWA-funded projects.
- Monitor performance to ensure DBE participation at the level stated in contracts.
- Assist with DBE Program for FTA-funded contracts.

Pursuant to policy direction, SBCTA is required to award these types of contracts based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price to SBCTA. Such selection shall take into consideration prior experience of the firm and/or representatives, understanding of work to be completed, knowledge of the working environment, and particular skills and expertise of the firm and/or representatives proposed for the function. The contract, if awarded, will secure services for five (5) years.

***Financial Impact:***

This item has no impact on the adopted Budget for Fiscal Year 2024/2025 as services will not commence until Fiscal Year 2025/2026. The agreement will be included in the proposed budget for Fiscal Year 2025/2026 and will be funded by various sources depending on project needs. Prior sources have included Rail Assets, Local Projects fund, Indirect Cost fund, and Measure I (freeway, interchange, arterial, express bus/rapid transit, and major local highway) in Program 01 General Government, 30 Transit, and 40 Project Delivery.

*Entity: San Bernardino County Transportation Authority*



Board of Directors Agenda Item  
March 5, 2025  
Page 2

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 12, 2025. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft RFP.

**Responsible Staff:**

Alicia Bullock, Procurement Manager

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

## 1. PURPOSE

Consultant shall provide consulting, monitoring and related services in compliance with the requirements of the Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) Disadvantaged Business Enterprise (DBE) Programs.

## 2. BACKGROUND

SBCTA is a subrecipient of Federal Highway Administration (FHWA) funds through the California Department of Transportation (Caltrans) and is also a subrecipient of Federal Transit Administration (FTA) funds through Omnitrans. SBCTA must comply with each recipient's DBE program in accordance with Title 49 Code of Federal Regulations (CFR) Part 26. As a subrecipient of federal funds, SBCTA requires the assistance of a Firm to review DBE reporting forms, and provide associated technical and subject matter assistance related to DBE requirements and compliance, and monitor DBE award and payments on FHWA and FTA funded contracts.

## 3. SCOPE OF SERVICES

Provide DBE monitoring services, DBE related technical assistance, and outreach as requested for FTA- and FHWA-funded procurements.

### 3.1. TASK 1 - DBE/Small Business related Technical Assistance

Consultant shall provide subject matter and technical assistance:

- 3.1.1. Relative to SBCTA's compliance with Omnitrans and Caltrans DBE programs and corresponding actions required to demonstrate responsiveness to any findings, including addressing Omnitrans and Caltrans requests related to FTA and FHWA DBE Program items, updating internal documents, addressing questions from DBE community, updating website and other marketing materials, etc.
- 3.1.2. Assist SBCTA staff in interpretation of DBE requirements.
- 3.1.3. Assist in preparing the FTA and FHWA Reports related to DBE Commitments/Award and Payments.
- 3.1.4. SBCTA has signed a sub-recipient implementation agreement with Omnitrans and a DBE Implementation Agreement for Local Agencies (Exhibit 9-A) with Caltrans. SBCTA also signs a Local Agency DBE Annual Submittal Form (Exhibit 9-B) with Caltrans each year. SBCTA may require technical assistance with these agreements and forms.

### 3.2. TASK 2-Monitoring DBE Commitments and Payment Requirements

- 3.2.1. Perform on-going monitoring of prime payments to subcontractors over the course of all covered contracts.
- 3.2.2. Review prime contractor invoices and confirm prime receipt of payments from SBCTA.

- 3.2.3. Review invoices sent from subcontractors to primes, gather subcontractor payment detail, and verify payment receipt.
- 3.2.4. Collect monthly DBE reports (Form 103), if required, and ensure guidelines are being met, and verify DBE certification status of all certified firms.

### 3.3. TASK 3 - Determine DBE Commercially Useful Function

- 3.3.1. Conduct Commercially Useful Function (CUF) reviews on all FTA and FHWA funded contracts with DBE participation to ensure DBEs are qualified to perform the work, and verify the work is performed.
- 3.3.2. Ensure DBEs are responsible for execution of the work of the contract and are carrying out their responsibilities by performing, managing and supervising the work involved.
- 3.3.3. Become familiar with the scope of work for each DBE firm, review project related documents, and conduct field interviews.
- 3.3.4. Provide a certified written report verifying that DBEs are performing the work, using their own employees, providing necessary equipment, and supplying materials; note any deficiencies and suggested corrective action, if required.

### 3.4. TASK 4 - Provide Web-Based Electronic Reporting System

- 3.4.1. Provide an automated system that requires real time entry of payments to subcontractors, and receipts by prime contractors and subcontractors and regular monitoring of that system. The system shall be a web-based electronic reporting system that requires prime contractors and subcontractors to report payments through this system. Consultant shall monitor prompt payments to subcontractors using the electronic system and keep SBCTA informed of any reporting issues.

### 3.5 TASK 5 - FHWA Funded Projects

#### 3.5.1 Review and update of DBE-related materials, including manuals and forms.

- Prepare or update procurement solicitation and contract templates with the correct DBE language. Provide updated language to be included in the Request For Proposals and Invitation For Bids templates for FHWA-funded projects.
- Review SBCTA's website and provide recommendations relative to current DBE information.

Deliverables:

- Electronic copy of DBE solicitation language and contract template language.

#### 3.5.2 Pre-Bid/Pre-Proposal Conferences

The Consultant shall participate in the pre-bid/pre-proposal meetings for federally funded procurements as requested by SBCTA. The services shall include but are not limited to:

- Provide an overview of the DBE program and specific contract requirements.
- Provide DBE-related materials for the pre-bid/pre-proposal meeting.
- Review scopes of work and/or specifications to determine possible areas of work or materials for DBE subcontractors.

### 3.5.3 Assess, Develop and review contract-specific DBE goals for FHWA-funded projects

- Determine the availability of DBE participation for individual projects by reviewing the scopes of work/specifications and identifying potential subcontracting opportunities for DBE firms.
- Develop contract-specific DBE goals based on the availability of ready, willing and able DBE firms.
- Complete required DBE forms to be used to report project-specific goals.
- Review and verify DBE participation forms submitted by the proposing firm to determine responsiveness to the DBE goal.
- Review and verify the Good Faith Efforts submitted by proposing firms who did not meet the DBE goal to determine responsiveness to the DBE requirement.

#### Deliverables:

- Justification for the DBE contract specific goal participation.
- Report describing the review and findings of DBE participation by proposing firms on contract-specific goals.
- Report describing the review and findings of Good Faith Efforts by proposing firms who did not meet the contract-specific goals.

### 3.5.4 Provide contract compliance and reporting services

#### The Consultant shall provide the following:

- Conduct on-site monitoring of all contracts with DBE race conscious and race neutral goals.
- Post-award monitoring of DBE activity to ensure that the DBEs are hired to perform the work stated in the contract and that there are no improprieties.
- Assist in development of subrecipient monitoring plan for DBE compliance, including all necessary tools to be used in monitoring subrecipient contracts.
- Utilize subrecipient monitoring plan and tools developed to monitor subrecipient contracts for DBE compliance.
- Prepare any DBE reports required by Caltrans under their Local Assistance Program.
- Prepare a calendar of all required DBE reports, due dates, start dates, etc. Calendar is due annually on January 1<sup>st</sup>.
- Conduct on-site training for Agency staff as requested.

## *Minute Action*

AGENDA ITEM: 11

**Date:** *March 5, 2025*

**Subject:**

MSRC Technical Advisory Committee Appointment

**Recommendation:**

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

A. Receive information on the Mobile Source Air Pollution Reduction Review Committee (MSRC) Technical Advisory Committee (TAC) appointment.

B. **Delegate the selection process** ~~Provide direction on a mechanism~~ to fulfill the appointment for one representative appointed by SBCTA to represent all Cities of San Bernardino County within the South Coast Air Quality Management District (SCAQMD) **to occur at the City/County Managers' Technical Advisory Committee meeting**, and approve a two-year term for this appointment.

C. ~~Subject to direction provided,~~ **Delegate authority** to the SBCTA Board President ~~or Executive Director~~ to appoint the MSRC-TAC member.

**Background:**

Per California Health & Safety Code § 44244, the regional Mobile Source Air Pollution Reduction Review Committee (MSRC) was created. The membership includes County Commissions, the South Coast Air Quality Management District (SCAQMD), and Air Resources Board (ARB). MSRC develops and implements work programs which reduce mobile source emissions, funded by Assembly Bill 2766. In addition, per Section 44244(c), the MSRC-TAC, was established to include but not be limited to, "...representatives of agencies which make up the committee, a representative of the cities from each county within the south coast district, and a representative of the boards of supervisors of each county within the south coast district." The duties of the MSRC-TAC are to assist the MSRC in the development of the work program, pursuant to section 44244(b), to present recommendations for approval to the MSRC, and to perform those additional duties as may be required by the MSRC.

Staff was recently made aware that San Bernardino County Transportation Authority (SBCTA) is the appointing authority for the individual serving on the MSRC-TAC as "*a representative of the cities from each county within the south coast district.*" The most recent appointment for a representative serving in this capacity was made in August 2005, with the appointment of Sean O'Connor, Maintenance and Operations Manager for the City of Chino Hills. Mr. O'Connor has held this appointment for close to 20 years, but is now planning to retire.

Staff is seeking direction on a mechanism to fulfill this appointment going forward. The eligible cities include: Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa--all cities within the SCAQMD. The appointee must be a city employee from one of the ~~48~~ **16** eligible cities.

It seems best to place an item on either the Board of Directors agenda as a "Nomination and Election" item, which means the Board would be the appointing authority; or, another possibility  
*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

March 5, 2025

Page 2

could be to delegate the process to occur at the City/County Managers' Technical Advisory Committee (CCMTAC) meeting. An item would be placed on the CCMTAC agenda as a "Call for Interest of one Regular City Member to the MSRC-TAC". If the Board's desire is to delegate the process to the CCMTAC, then the CCMTAC members would submit their recommendations to either the Board President or the Executive Director for consideration and appointment. This would also require the Board to delegate appointing authority to either the Board President or the Executive Director as listed in Recommendation C.

Staff is requesting that the Board provide direction on how to proceed with fulfilling the MSRC-TAC appointment. It is also recommended that a two-year term be applied to this appointment, to allow the opportunity for other city members to serve. **During the February 12, 2025 General Policy Committee meeting, the Committee agreed it was appropriate for the CCMTAC to consider individuals to be appointed, since the City Managers would have information and could provide input as to which employee on their staff would be willing and able to serve. The Committee also recommended that authority to make the appointment be delegated to the Board President, with a two-year term added to this appointment.**

***Financial Impact:***

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

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 12, 2025. SBCTA General Counsel has reviewed this item.

***Responsible Staff:***

Marleana Roman, Clerk of the Board

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

## *Minute Action*

AGENDA ITEM: 12

**Date:** *March 5, 2025*

**Subject:**

San Bernardino Council of Governments Inland Regional Energy Network 2028 Business Plan Update

**Recommendation:**

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

Receive an update on the San Bernardino Council of Governments Inland Regional Energy Network activities and 2028 Business Plan.

**Background:**

On January 9, 2019, the San Bernardino Council of Governments (SBCOG) Board of Directors authorized staff to pursue the development of a Regional Energy Network to provide energy efficiency programs in the Inland Empire related to Codes & Standards (C&S) Sector, Public Sector, and Workforce Education & Training (WE&T) as outlined in the Inland Regional Energy Network (I-REN) business plan. SBCOG staff worked in coordination with the Coachella Valley Association of Governments and Western Riverside Council of Governments (WRCOG) to submit the I-REN application and business plan to the California Public Utilities Commission (CPUC). In October 2021, the CPUC issued a proposed decision to approve the business plan for I-REN. This proposed decision would provide \$65 million combined over five years through 2027. In November 2021, the CPUC approved the I-REN application and business plan with WRCOG as the lead agency for this program. I-REN initiatives are guided by the I-REN Executive Committee, which is comprised of a board of elected officials from Riverside and San Bernardino counties. As 2027 approaches, staff has begun to consider the options for the next I-REN business plan which will extend the I-REN program to 2035.

The purpose of this report is to provide an update regarding the activities for the I-REN sectors in the SBCOG region for the following three I-REN sectors: C&S, Public Sector, and WE&T. The report will also cover the potential sectors available for I-REN's next business plan and options for consideration.

**I-REN Codes & Standards Sector Update:**

The I-REN C&S Sector has the goal of providing no-cost educational resources to navigate Title 24 Part 6 of the Energy Code.

The I-REN C&S Sector has focused the strategy on three areas:

1. Supporting local jurisdiction building departments.
2. Engaging and supporting local builders and the building industry with the energy building codes.
3. Provide regional tools, training, and resources to promote energy codes.

So far, the I-REN C&S Sector team focused efforts on marketing the I-REN brand to the target C&S audience, developing relationships, and engagement with the base audience for the C&S offerings.

*Entity: San Bernardino Council of Governments*

**Highlights of the I-REN C&S activities included:**

- 26 C&S training courses were provided.
- 20 of the 26 courses offered the International Code Council Continuing Education Units with participants attending from each agency within SBCOG territory.
- I-REN C&S training courses earned a 99% satisfaction rate from the participants.
- Lighting Measures for Single Family Residential was the highest rated training, with 72% of respondents strongly agreeing that it met all 10 evaluated satisfaction metrics.
- Launch of the “Ask an Energy Code Question” service, which allows building industry experts to request expert support on a specific code question.

**I-REN Public Sector Update:**

The I-REN Public Sector program offers no-cost energy support to public sector agencies who are served by either Southern California Edison or Southern California Gas in Riverside and San Bernardino counties. Recognizing that each public agency faces unique barriers to implementing energy projects, I-REN provides customized support to eligible agencies including:

- Providing local governments with support and resources to develop and implement their strategic energy plans and energy efficiency projects.
- Establishing one-on-one support for local governments’ energy efficiency projects.
- Developing or enhancing strategic energy plans to connect local government goals related to climate, resilience, and economic development to energy efficiency programs and adoption.

The I-REN Public Sector team focused on creating tools and templates for effective service delivery, which included integrating member agency feedback collected from the I-REN orientation meetings and onboarding the agencies looking for immediate support.

**Highlights of the I-REN Public Sector activities included:**

- 22 agencies are working through the project intent, or roadmap phase of an energy project within the SBCOG region.
- Two agencies are pending further discussion or have new contacts in 2025.
- Seven agencies have received their Resilience Roadmap and are pending further discussion about their potential projects.
- Two agencies are in discussions about budget and Capital Improvement Project (CIP) plans.
- Two agencies have received their intent forms and are working through their signature phase.
- Six agencies have signed their intent forms and are working through the process for their applications to be completed and approved.
- One project reached completion in December 2024 and will be in the tracking phase of the project through 2025 prior to full reimbursement.



### **Incentive Programs related to the I-REN Public Sector:**

One of the objectives of the I-REN Public Sector program is to help local governments afford and finance a range of energy efficiency upgrades. The I-REN budget includes \$10 million that can be used for this purpose. The I-REN site visits and project development work represent a gateway to gain access to this funding. The Public Sector program will implement this by providing incentives for savings based on Normalized Metered Energy Consumption (NMEC) achieved over three to five years. I-REN will offer a resource program with incentives for measures including but not limited to: Heating, Ventilation, and Air Conditioning (HVAC) tune ups and retrofits; exterior and interior lighting and smart controls; and operations and maintenance. The program is open to all public sector facilities including those operated by local county, city and town governments, special districts, and tribes.

Program outreach will focus initially on public gathering spaces such as community and neighborhood centers, health and recreation centers, senior centers, teen centers, and libraries. Implementing energy efficiency projects at these locations will serve multiple goals, including but not limited to:

- Upgrades and retrofits to HVAC and lighting equipment both interior and exterior to improve comfort and safety at facilities that benefit vulnerable populations such as children, seniors, and low income, disadvantaged, and underserved communities.
- Higher efficiency equipment, appliances and controls such as cooling-dominated HVAC loads as well as improvements to operations and maintenance will lower energy bills for local governments, reducing overhead and freeing up funds for other projects.
- Completion of projects at these high-visibility locations will support achieving local and statewide energy efficiency and greenhouse gas reduction goals while also positioning local governments as energy efficiency leaders within their communities.

The program will use an NMEC approach to calculate savings and demonstrate persistence of savings. By using NMEC to calculate savings, the program will help protect against unrealized savings. Combined with technical assistance and reinforcement of operations and management best practices, public sector customers will experience maximized savings. In addition to the NMEC incentives, the existence of I-REN has opened up doors to other grant and incentive programs.

### **I-REN Workforce Education & Training Sector Update:**

The I-REN WE&T Sector seeks to promote job market recovery and progress toward statewide goals regarding energy efficiency, with a focus on reaching out to the underserved and disadvantaged communities. The I-REN WE&T initiatives provide important opportunities to build partnerships within the community to help advance and promote energy efficiency jobs for a trained energy workforce in both Riverside and San Bernardino counties. Below are some of the I-REN WE&T program activities:

#### **Highlights of the I-REN WE&T Sector activities include:**

- Deployed eight I-REN Energy Fellows in the SBCOG member agency region.
- Two of those Fellows continued as second year Fellows with the same agency working through the same programs.

- All eight Fellows have been able to work on I-REN Public Agency projects within their site agencies.
- A comprehensive Workforce Assessment was completed in December 2024 which further guides next steps for the WE&T Sector activities.
- I-REN is working on a partnership with San Bernardino County Workforce Development to drive programs, provide additional trainings, and support clean energy positions within the SBCOG region.

### **I-REN Executive Committee/Business Plan Update:**

I-REN program partners began the discussion with the I-REN Executive Committee in regard to the next business plan at its January 21, 2025 I-REN Executive Committee meeting.

The discussion is expected to continue throughout 2025 with the 2028-2035 business plan being submitted to the CPUC in February 2026 for approval. While the business plan is expected to include the current three I-REN sectors, there is an opportunity for the Executive Committee to discuss options for expansion within those sectors as well as new sectors for I-REN programming and growth. The options provided by the CPUC for sectors are listed below with brief definitions for each:

- **Agriculture** - increasing the knowledge base to aid in meeting energy efficiency program goals; coordination of regulatory, financing, and incentive mechanisms to promote and increase program effectiveness; or increasing the utilization of integrated demand side energy management options such as energy efficiency and onsite renewable generation.
- **Codes and Standards** – Compliance enhancement, advocacy, education and training, design and promotion of REACH codes.
- **Commercial** - programs to both overcome traditional market barriers and achieve optimal energy management for existing commercial buildings.
- **Emerging Technologies** (typically Investor Owned Utilities (IOUs) apply for this sector) – The Emerging Technologies Program (ETP) is a statewide 3<sup>rd</sup> party implemented program that evaluates emerging and underutilized energy efficiency technologies for possible inclusion into the portfolio. ETP's serve as a pipeline to deliver emerging technologies to ratepayer-funded energy efficiency programs to meet the state's energy reduction needs. ETP is split into both Electric and Gas Programs.
- **Energy Savings Assistance** (typically IOUs apply for this sector) – Providing no-cost weatherization services to consumers who meet the California Alternate Rates for Energy or Family Electric Rate Assistance income limits. Typically, residential programming.
- **Evaluation Measurement and Verification** – the collection of methods and processes used to assess the performance of energy efficiency activities so that planned results can be achieved with greater certainty and future activities can be more effective. Typically related to process, programs, and assessments to evaluate current measurement values and monitor energy efficiency calculations.
- **Finance** - financing options for projects, audits, measure determination, technical specifications, certification of auditors, post-installation inspection, billing systems, demand management, and various other forms of financial capital or programs.
- **Industrial** - integration of solutions through a one-stop shop approach, education and outreach to create awareness for continuous energy efficiency improvements, and leveraging existing workforce training initiatives and technical exchange forums to gain

access to highly-skilled professionals in the field of system energy efficiency and energy management solutions.

- **On Billing Finance** – financing options for projects by supplying capital to a customer to fund energy efficiency, renewable energy, or other generation projects which are repaid through regular payments on an existing utility bill. Southern California Edison provides this option to public agencies currently.
- **Other** - CPUC is very unclear as to the types of programs that would typically fall under this category, but it is listed as a sector that can be included in a Business Plan.
- **Public** – energy efficiency upgrades, projects, audits, and software for public agency buildings and facilities.
- **Residential** – incentives, programs, and financing for residential energy efficiency upgrades, projects, and technologies.
- **Workforce Education and Training** - incorporate energy efficiency education and training in all levels of California’s educational systems, as well as ensuring that minority, low income, and disadvantaged communities are fully participating in educational programs at all levels.

The Business Plan discussion is expected to include further options for Emerging Technologies as well as Industrial sectors. While this dialogue is expected to take months, the I-REN program partners will be working diligently to establish foundations for any potential new sectors. The ultimate goal of the CPUC is for I-REN to provide energy savings overall while also creating new pathways for growth. Any programs or sectors that are already engaged through other partnerships will not be eligible for expansion within I-REN; therefore it is vital to the success of the next Business Plan to discover which sectors have innovative options, programs, and connections for I-REN.

The WE&T Assessment will drive the growth of that sector and establishes partnerships to ensure programming is not being duplicated. The Public Sector program has barely begun to show a return and has multiple years of CIP budgeting and agency funding to continue to engage public building energy efficiency well beyond 2035. Finally, the C&S Sector has just branched into “Reach Codes” and the 2025 Energy Code will keep that sector working to engage and educate residents, agencies, and contractors until the next update arrives in 2028. Reach Codes are local ordinances that exceed state requirements for energy and green building standards. They allow local agencies to adopt and enforce more stringent energy standards for newly constructed buildings, alterations, and repairs. These codes aim to reduce greenhouse gas emissions and provide environmental and health benefits to the community.

Each of these current sectors have only been able to begin making progress during this first Business Plan cycle, but I-REN program partners want to make sure that there is future growth for the program that continues to benefit the SBCOG region over the next ten years and beyond.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the General Policy Committee on February 12, 2025.

***Responsible Staff:***

Jennifer Aguilar, Energy Program Manager

San Bernardino Council of Governments

Board of Directors Agenda Item  
March 5, 2025  
Page 6

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Approved  
Board of Directors  
Date: March 5, 2025  
Witnessed By:

## *Minute Action*

AGENDA ITEM: 13

***Date:*** March 5, 2025

***Subject:***

Contract Awards for On-Call Right-of-Way Services to Support Project Delivery Projects and Programs

***Recommendation:***

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

A. ~~Approve award of~~ **Authorize the Executive Director, or his designee, to finalize and execute** Contract No. 25-1003206 to Epic Land Solutions, Inc., for On-Call Right-of-Way Services, to support current and future Project Delivery projects and programs, for an amount described in Recommendation D, for a three-year term with two one-year options to extend, **subject to approval as to form by SBCTA General Counsel.**

B. ~~Approve award of~~ **Authorize the Executive Director, or his designee, to finalize and execute** Contract No. 25-1003258 to Monument ROW, a California corporation, for On-Call Right-of-Way Services, to support current and future Project Delivery projects and programs, for an amount described in Recommendation D, for a three-year term with two one-year options to extend, **subject to approval as to form by SBCTA General Counsel.**

C. ~~Approve award of~~ **Authorize the Executive Director, or his designee, to finalize and execute** Contract No. 25-1003259 to Overland, Pacific & Cutler, LLC, a TranSystems Company, for On-Call Right-of-Way Services, to support current and future Project Delivery projects and programs, for an amount described in Recommendation D, for a three-year term with two one-year options to extend, **subject to approval as to form by SBCTA General Counsel.**

D. Approve a combined total not-to-exceed amount of \$8,000,000 for Epic Land Solutions, Inc., (No. 25-1003206), Monument ROW, a California corporation (No. 25-1003258), and Overland, Pacific & Cutler, LLC, A TranSystems Company (No. 25-1003259).

***Background:***

Request for Proposals (RFP) No. 25-1003206 was released on November 6, 2024, and was sent electronically to 126 consultants registered on PlanetBids. The solicitation was downloaded by 35 firms. The solicitation was issued in accordance with current San Bernardino County Transportation Authority (SBCTA) policies and procedures for professional services.

A Pre-Proposal meeting was held on November 13, 2024, and was attended by nine firms. The “Question and Answer” period was open through November 19, 2024. Addendum No. 1 was issued on November 15, 2024, Addendum No. 2 was issued on November 25, 2024, and Addendum No. 3 was issued on November 27, 2024.

Five proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Professional, who found all proposals were responsive. The following is a summary of the events that transpired in the evaluation and selection process.

On December 4, 2024, the proposals were disseminated to all Evaluation Committee members. A copy of the Score Sheets, the Declaration of Impartiality and Confidentiality form, Reference Checks, and Standards of Conduct were also distributed to the committee members. The Evaluation Committee was comprised of staff from SBCTA and California Department of Transportation (Caltrans).

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

March 5, 2025

Page 2

Evaluators concluded their individual review of the proposals and convened to review, discuss, and score the proposals. The Evaluation Committee members met on December 11, 2024, and discussed each proposal according to the evaluation criteria, including the proposal strengths and weaknesses. At the completion of discussions, the committee members individually scored the proposals based on the following evaluation criteria listed in the RFP: Qualifications, Related Experience and References - 20, Staffing and Project Organization – 40, Work plan – 25, and Price – 15.

Based on the scoring, the firms were ranked in order of technical merit and a short-list was developed. The firms short-listed and invited to interviews, listed in alphabetical order were: Bender Rosenthal, Inc.; Epic Land Solutions, Inc.; Monument ROW, a California corporation; Overland, Pacific and Cutler, LLC, A TranSystems Company; and Paragon Partners, Ltd.

Interviews were conducted with the short-listed firms. Interviews were 50 minutes in length, which consisted of a 15-minute ‘opening statement’ by the firms, followed by 30 minutes of questions and answers, and concluding with a five-minute closing statement from each of the firms. After the interviews, the Evaluation Committee separately scored the interviews. The assigned weights were 40% for the technical proposal and 60% for the interview scores, for a total of 100%.

As a result of the scoring, the Evaluation Committee recommends contracts to perform the scope of work as outlined in RFP No. 25-1003206 be awarded to Epic Land Solutions, Inc., Monument ROW, a California corporation, and Overland, Pacific and Cutler, LLC, A TranSystems Company. These firms were selected based off technical score and overall score. The firms clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team. Evaluation forms and reference checks are in the Contract Audit File.

Work under the various on-call contracts will be issued on a Contract Task Order (CTO) basis and in accordance with SBCTA’s On-Call CTO policies and procedures. Per SBCTA’s procedures, once the scope of work for a CTO is defined, it is released to the prequalified firms requesting a proposal. SBCTA staff evaluates the proposals and assigns the CTO to the firm that best meets the project requirements based on criteria that includes, but is not limited to, schedule, cost, proposed staff experience, expertise, availability, and proven success. Requesting proposals from each prequalified firm maintains the integrity of a competitive process, ensuring the best overall value to SBCTA for each CTO.

***Financial Impact:***

This item is included in the adopted Budget for Fiscal Year 2024/2025 and will be funded with multiple funding sources, determined by each contract task order project, in Program 40, Project Delivery.

***Reviewed By:***

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 13, 2025. **The recommendation was updated to reflect a revision read into the record during the meeting, which is to delegate authority to the Executive Director to finalize and execute the contracts, subject to approval as to form by General Counsel. This is due to insurance still being worked through and the contracts not yet finalized.** SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreements.

***Responsible Staff:***

Tracy Escobedo, Management Analyst II

Board of Directors Agenda Item  
March 5, 2025  
Page 3

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

**General Contract Information**

Contract No: 25-1003206 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Project Delivery  
 Vendor No.: 02727 Vendor Name: Epic Land Solutions  
 Description: On Call Right of Way Services

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

Dollar Amount					
Original Contract	\$	2,666,666.67	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>2,666,666.67</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>2,666,666.67</b>

**Contract Authorization**

Board of Directors                      Date: 03/05/2025 Board                      Item # 11388

**Contract Management (Internal Purposes Only)**

Other Contracts                      Sole Source? No                      N/A  
 Local                      Right of Way Services                      N/A

**Accounts Payable**

Estimated Start Date: 03/05/2025 Expiration Date: 01/31/2028 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	\$	2,666,666.67	\$	-
GL	Mult							-		-	
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Tracy Escobedo  
 Project Manager (Print Name)

Kristi Harris  
 Task Manager (Print Name)

Additional Notes: \_\_\_\_\_

Attachment: 25-1003206 CSS Epic (11388 : Contract Awards for On-Call Right-of-Way Services to Support Project Delivery Projects and



**CONTRACT NO. 25-1003206****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****EPIC LAND SOLUTIONS INC.****FOR****ON CALL RIGHT OF WAY SERVICES**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Epic Land Solutions (“CONSULTANT”), whose address is 3850 Vine Street, Suite 200, Riverside, California 92507. SBCTA and CONSULTANT are each a “Party” and are collectively the “Parties.”

**RECITALS:**

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK**

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A “Scope of Work” (“Work”), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA’s issuance of, and in accordance with the terms and instructions contained in, one or more written Contract Task Orders (“CTO”) executed by both parties. The word “Work” includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA’s satisfaction being based on prevailing applicable professional standards.

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

## **ARTICLE 2. CONTRACT TERM**

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through January 31, 2028, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed January 31, 2030.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 This Contract is one of several awarded to a bench of firms. The total Not-To-Exceed Amount for all CTOs issued to all CONSULTANTS comprising the bench is Eight Million Dollars (\$8,000,000). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B, shall remain fixed for the term of this Contract, except as otherwise specified in this Contract, and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually, not seasonally, adjusted. Escalation shall commence as of March 1, 2026, and shall be applied each March, (i.e., March 1st) for the term of the Contract

- 3.3 As Right of Way Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 INTENTIONALLY OMITTED.
- 3.5 INTENTIONALLY OMITTED.
- 3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be

CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

#### **ARTICLE 4. INVOICING**

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

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

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

<https://sanbag-1fweb.sanbag.ca.gov/Forms/Invoice-submission>

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt

of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

#### 4.7 INTENTIONALLY OMITTED

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

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

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

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

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

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

### **ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT**

8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic 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 and its authorized representatives access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.

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

#### **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the project that is subject of any assigned CTO ("Project"), CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

#### **ARTICLE 10. REPORTING AND DELIVERABLES**

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

#### **ARTICLE 11. TECHNICAL DIRECTION**

- 11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:



- 11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.
  - 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
  - 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
  - 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.
- 11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 11.2.1 Increases or decreases the Scope of Work;
  - 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
  - 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
  - 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
  - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
  - 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
  - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or

direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:

11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.

11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

## **ARTICLE 12. CHANGES**

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

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

## **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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

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

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

## ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Darcy Mendoza	Contract/Project Manager

## ARTICLE 16. REPRESENTATIONS

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

## ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of the Work by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and



information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.

- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Work, any Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

## **ARTICLE 18. TERMINATION**

- 18.1 Termination for Convenience. SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants as well as any materials furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

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

#### **ARTICLE 19. STOP WORK ORDER**

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

#### **ARTICLE 20. CLAIMS**

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

#### **ARTICLE 21. INSURANCE**

**21A. – The minimum insurance required at contract execution is listed under Section 21A.**

**The insurance in 21A will cover the following services:**

**Project Management; Right of Way Engineering and Surveying Services; Appraisal Services; Appraisal Review Services; Goodwill Appraisal Services; Furniture, Fixture, Machinery and Equipment Appraisal Services; ROW Acquisition and Relocation; Title & Escrow Services; Relocation Services; Utility Relocation Coordinator; Railroad Coordinator**

**SBCTA reserves the right to require higher insurance limits, and project specific insurance as outlined in Section 21B for Property Management; Hazardous Material Removal; Demolition and Clearance Services.**

21A.1 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant’s sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21A.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 \$6,000,000
- 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.

21A.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

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

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

21A.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary, excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$2,000,000 each occurrence.**

- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
- If the contract value is under \$25,000,000, then the following limits apply:
  - \$2,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 12 19) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage
- If a general aggregate applies, it shall apply separately to this project/location. The contract number must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the 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.

21A.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.

21A.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$2,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21A.1.6 Pollution Liability – Intentionally omitted

21A.1.7 Cyber Liability Insurance. Shall be appropriate to the CONSULTANT’s profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs and 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.

21A.1.8 Railroad Protective Liability.

Intentionally Omitted

**21B. SBCTA may award Contract Task Orders for the following services: Property Management; Hazardous Material Removal; Demolition and Clearance Services. SBCTA reserves the right to require the higher insurance limits for such work as set forth in this Section 21B, and Project Specific Insurance as identified in Section 21.2.11, which coverage will be determined at Contract Task Order execution.**

21B.1 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21B.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.

21B.1.2 Worker's Compensation/Employer's Liability. The policies must include the following:

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

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

21B.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary, excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**. If the contract value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than **\$25,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
- If the contract value is under \$25,000,000, then the following limits apply:
  - \$7,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury

- \$7,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 12 19) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage
- If the contract value is over \$25,000,000, then the following limits apply:
  - 25,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$25,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 12 19) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage
- If a general aggregate applies, it shall apply separately to this project/location. The contract number must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the 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.

21B.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
  - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
  - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
  - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
  - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additional insureds or as indemnitees below.

21B.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 limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.

- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21B.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.

21B.1.7 Cyber Liability Insurance. Shall be appropriate to the CONSULTANT's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs and 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.

21B.1.8 Railroad Protective Liability.

Intentionally Omitted

21.2. General Provisions – Apply to all contracts -

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better, and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-VII or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 12 19, to name San Bernardino County Transportation Authority, Caltrans, Cities and/or



County as requested, and their officers, directors, members, employees, and agents, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the 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.

- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its subconsultants 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 and any additional insured, their directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT’s policies will neither obligate nor prohibit SBCTA or any other Additional Insured from paying any portion of any CONSULTANT’s deductible or SIR.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exceptions of Professional Liability and Worker's Compensation, shall be endorsed with a form at least as broad as ISO Form CG 20 01 04 13 to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the Work. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA twenty-five (25) 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](mailto:insurance@gosbcta.com), to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to a 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 such Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any

provision or definition that would serve to eliminate so-called “third-party-over action” claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code.

- 21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT’s compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, nor any subconsultant of any tier, of their obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract.
- 21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.11 Project Specific Insurance. All insurance coverage required to be provided by CONSULTANT at Contract Task Order execution, with the exception of automobile liability and worker’s compensation, shall apply specifically and exclusively and extend to all aspects of the Work, with coverage limits dedicated solely to the Work. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated limits specific to the Scope of Work and identified premiums and meets all requirements described in contract.
- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change, any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.

- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **ARTICLE 22. INDEMNITY**

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

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

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

## **ARTICLE 23. ERRORS AND OMISSIONS**

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

**ARTICLE 24. OWNERSHIP OF DOCUMENTS**

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

**ARTICLE 25. SUBCONTRACTS**

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

**ARTICLE 26. RECORD INSPECTION AND AUDITING**

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

**ARTICLE 27. INDEPENDENT CONTRACTOR**

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



## **ARTICLE 28. ATTORNEY’S FEES**

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

## **ARTICLE 29. GOVERNING LAW AND VENUE**

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

## **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 31. PRECEDENCE**

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

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

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

<b>To CONSULTANT</b>	<b>To SBCTA</b>
<b>3850 Vine Street, Suite 200</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Riverside, CA 92507</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Darcy Mendoza</b>	<b>Attn: Tracy Escobedo</b>
<b>Email: <a href="mailto:dmendoza@epicland.com">dmendoza@epicland.com</a></b>	<b>Email: <a href="mailto:tescobedo@gosbcta.com">tescobedo@gosbcta.com</a></b>
<b>Phone: (951) 321-1800</b>	<b>Phone: (909) 884-8276</b>
	<b>Copy: Procurement Manager</b>
	<b>Email: <a href="mailto:procurement@gosbcta.com">procurement@gosbcta.com</a></b>

### **ARTICLE 33. DISPUTES**

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

### **ARTICLE 34. GRATUITIES**

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

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

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

### **ARTICLE 36. CONFIDENTIALITY**

See Article 17.

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

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

### **ARTICLE 38. SAFETY**

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

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

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

#### **ARTICLE 40. ASSIGNMENT**

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

#### **ARTICLE 41. AMENDMENTS**

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

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

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

#### **ARTICLE 43. CONTINGENT FEE**

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



**ARTICLE 44. FORCE MAJEURE**

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

**ARTICLE 45. WARRANTY**

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

**ARTICLE 46. ENTIRE DOCUMENT**

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

**ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 48. EFFECTIVE DATE**

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

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

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

**EPIC LAND SOLUTIONS INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Kevin Romito  
Chief Financial Officer

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Darin Hittle  
Chief Executive Officer

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

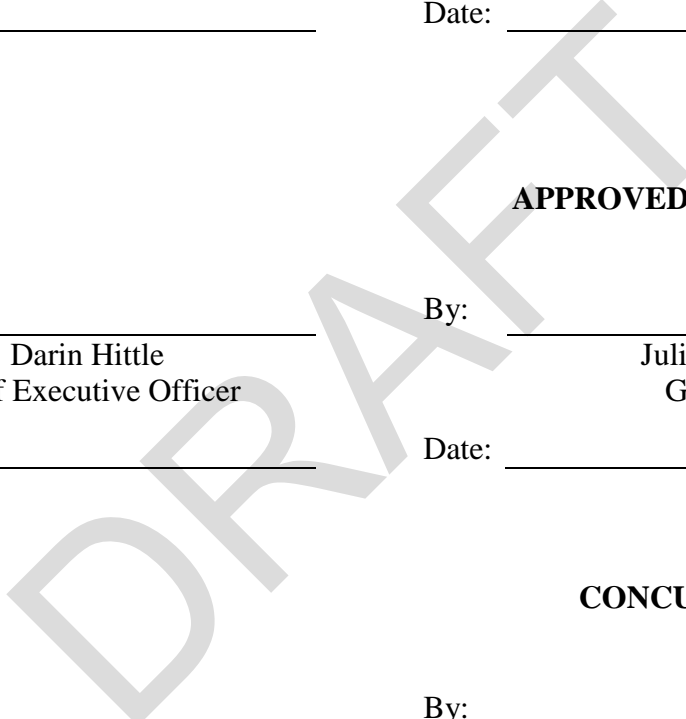
Date: \_\_\_\_\_

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

**CONCURRENCE**

By: \_\_\_\_\_  
Alicia J. Bullock  
Procurement Manager

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



Attachment: [PDF] Contract 25-1003206 Epic Land Solutions - On Call Right of Way Services (11388 : Contract Awards for On-Call Right-of-Way

**EXHIBIT “A”  
“SCOPE OF WORK”**

DRAFT

## SCOPE OF WORK

San Bernardino County Transportation Authority (“SBCTA”) is issuing this Request for Proposals for a CONSULTANT to provide **ON CALL RIGHT OF WAY SERVICES** for a period of three (3) years with two (2) one-year options for extension, to be exercised at the sole discretion of SBCTA, on an On Call basis in support of current and future SBCTA projects.

Such services may include, but are not limited to, the following work program:

### A. PROJECT MANAGEMENT

This task covers typical project management services, including the requirements for meetings, schedules, progress reports, and administration of the CONSULTANT work. Depending on the specific project assignment, SBCTA may require additional Project Management services to be performed by CONSULTANT but typical services anticipated at this time include, but are not limited to, the following:

#### 1. Coordination and Meetings

CONSULTANT shall meet with the relevant parties to discuss issues pertinent to the project assignments. CONSULTANT shall participate in project meetings (i.e., Project Development Team (PDT) meetings, Agency coordination meetings, workshops) and be prepared to discuss project status, issues, policy, or procedural issues. CONSULTANT shall bring progress plans as appropriate and assist in developing meeting notices, agenda, minutes and/or handouts as needed.

#### 2. Administration

Administration shall include the following elements:

- Supervise, coordinate, and monitor work for conformance with the appropriate standards and policies
- Apply for and/or assist to obtain City approvals and permits as required
- Prepare, circulate, and file correspondence and memoranda as appropriate
- Maintain project files using the CALTRANS Uniform File System, unless otherwise directed by SBCTA

#### 3. Schedule and Progress Reports

CONSULTANT shall submit an initial Project Schedule for each Contract Task Order assignment. As directed by SBCTA, the schedule shall be tailored for project specific activities as appropriate to track right of way acquisition and project clearance activities from the initial appraisal phase through property possession. Following approval by SBCTA, this schedule will become the Baseline Project Schedule and will be tracked throughout the duration of the project.

As directed by SBCTA, schedule updates will be part of a monthly Progress Report prepared by CONSULTANT that describes the project status, outstanding action items, and/or issues for SBCTA approval. If appropriate and requested by SBCTA, the schedule and/or Progress Report may require updating more frequently.

#### 4. Quality Assurance/Quality Control (QA/QC) Plan

CONSULTANT shall maintain a Quality Assurance/Quality Control Plan throughout term of this Contract. The QA/QC Plan is intended to ensure that the appraisals, maps, reports, plans, studies, estimates, and other documents submitted under this Scope of Services are complete, accurate, checked, and proofread to meet professional standard practices in effect at the time of execution of the Contract.

Upon receipt of the Notice to Proceed (NTP), CONSULTANT shall discuss and explain their plan to provide a reasonable quality control check system and quality assurance program for the contract services described herein following the applicable standard practices in effect at the time of execution of the Contract. Within twenty (20) working days of receiving the NTP, CONSULTANT shall submit a draft copy of the QA/QC Plan for review and approval by SBCTA. If requested by SBCTA, CONSULTANT shall modify and/or revise the QA/QC Plan as needed to appropriately control the project quality program for the contract.

#### 5. Budget Management

Consultant shall manage the budget throughout the term of the Contract Task Order (CTO). Consultant will provide SBCTA on updates of the cost to date of the Contract Task Order and its budget every invoice. An increase in cost or scope needs to be reported to SBCTA and authorized by SBCTA.

#### 6. Legal Requirements

If legal issues exist during CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request a legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.

### **B. RIGHT OF WAY ENGINEERING AND SURVEYING SERVICES**

Right of Way Engineering and Surveying services may include, but are not limited to, the following:

1. CONSULTANT shall provide right of way engineering and field surveying services including, but not limited to, preparing Boundary Maps, Monumentation Maps, Survey control maps, Records of Survey, Lot Line Adjustments, Subdivision maps, Parcel Maps, Appraisal maps, utility potholing information maps, Legal Descriptions & Plats, Certificates of Compliance, as described in the California Government Code Section 66499.35, and other right of way engineering services as directed by SBCTA.
2. CONSULTANT shall prepare Boundary, Monumentation and Survey Control maps showing all parcels and easement boundaries and their relationship to the land net monuments used to define them. In cases where SBCTA is working in conjunction with Caltrans, these maps shall conform to the State's manuals as follows: PLANS PREPARATION MANUAL, the RIGHT OF WAY MANUAL, SURVEYS MANUAL and the DRAFTING MANUAL in regard to content and appearance of said right of way engineering and field surveying products.
3. CONSULTANT shall utilize appropriate land surveying and land title practices to:

- Establish all property and easement boundaries within and overlapping the project area
- Perform site reconnaissance and monument recovery
- Establish or reestablish all monumentation required by State law and local regulations
- File a Record of Survey, or Corner Record as necessary, to comply with the Land Surveyors Act
- The preparation, filing and associated fees will be the responsibility of CONSULTANT

All data, maps and documents produced by CONSULTANT shall be subject to approval and acceptance by SBCTA's Project Manager. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have seven calendar days to make corrections and return maps and documents to SBCTA. Final acceptance will occur only after the work product has been determined to conform to this documents scope of work and requirements.

4. All surveying and mapping work affecting the State of California Right of Way at any location, or along any route, shall be in accordance with State law and local regulation and the procedures and instructions contained in the Caltrans Right of Way Manual and the Caltrans Surveys Manual (Manual). Additionally, all such work shall be in accordance with the procedures and instructions contained in the Caltrans District 8 Right of Way Engineering Requirements for the Preparation Documents and Maps (Requirements). In the event of conflict, the Requirements shall be controlling. All Right of Way acquisitions by SBCTA with the intent to ultimately convey such acquisitions to the State are considered State right of way acquisitions.
5. CONSULTANT shall appoint a Survey Manager who is a Licensed Land Surveyor or Licensed Civil Engineer, authorized to practice land surveying by the State of California. The Survey Manager will be responsible for all survey related work to be performed by CONSULTANT for SBCTA.
6. Deliverables shall generally consist of electronic files of pertinent reports and documents. Any required electronic mapping, Base map, (Hardcopy), Monumentation map, Appraisal maps, etc., shall be in a format consistent with Microstation File (.DGN). Electronic documents shall be in Microsoft Word format unless otherwise specified by SBCTA. Completed Record of Survey (filed with the County Recorder) shall be formatted at full size for Adobe Acrobat professional (.PDF). A Mylar copy shall also be provided. All survey field notes shall also be in an Adobe Acrobat professional format.
7. If any legal issues exist during the course of an assignment, CONSULTANT shall coordinate with SBCTA who will request a legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.
8. 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.

### C. APPRAISAL SERVICES

Qualifications for ALL appraisal-related services:

- CONSULTANT shall have a minimum five years' experience as full time appraiser
- CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute
- CONSULTANT shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain
- CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association

### D. RIGHT OF WAY APPRAISAL SERVICES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND AGRICULTURAL PROPERTIES

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 SBCTA.
4. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, other consultants and/or Caltrans staff, and to 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 by reason 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 CONSULTANT's responsibility to contact SBCTA's 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 legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.



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.

#### **E. APPRAISAL REVIEW SERVICES**

Appraisal services may include, but are not limited to, the following:

1. When required by SBCTA, CONSULTANT shall examine appraisals prepared by the Residential, Commercial, Industrial, Agricultural and/or Furniture, Fixtures, Machinery and Equipment appraisers.
2. CONSULTANT shall provide Review Appraisal Services based on nationally recognized appraisal standards and techniques, including those established by the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisition and shall ensure compliance 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.), and the California Code of Civil Procedure. Comply with the requirements of the Caltrans Right of Way Manual, when applicable. CONSULTANT's Appraiser must be licensed by the State of California.
3. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions at any Administrative or Judicial proceeding.
4. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, other consultants and/or Caltrans staff, and to participate in office or project site meetings.
5. It is the CONSULTANT's responsibility to contact SBCTA's project engineers for discussion and/or clarification of any project design matters. This is critical in reviewing appraisals of partial acquisitions and easements where engineering data have to be verified.
6. Review Appraiser shall examine appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.
7. If the CONSULTANT is unable to recommend approval of an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain additional appraisal, CONSULTANT may develop appraisal documentation to recommend value.
8. CONSULTANT's Review Appraiser and the CONSULTANT's Appraiser should discuss the appraisal assignment as soon work is assigned. The Review Appraiser and, if practical, the Appraiser should hold at least one field review in order to identify any legal issues that may exist. If any legal issues exist, the Review Appraiser shall request SBCTA to obtain a legal opinion.

9. All legal opinions shall be rendered by SBCTA's legal counsel and the appraisal prepared in accordance therewith.
10. CONSULTANT's Review Appraiser's certification of the recommended value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation. Any damages or benefits to any remaining property shall also be identified in the statement.
11. All reports and deliverables shall generally be transmitted electronically to SBCTA.
12. 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.

## **F. GOODWILL APPRAISAL SERVICES**

Goodwill appraisal services may 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, other consultants and/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 the goodwill compensation provisions 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 I Program

and other Federally Funded Programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.

#### **G. FURNITURE, FIXTURES, MACHINERY AND EQUIPMENT APPRAISAL SERVICES**

Such appraisal services may include, but are not limited to, the following:

1. CONSULTANT shall prepare appraisals in accordance with the California Code of Civil Procedure; the Uniform Standards of Appraisal Practice (USPAP); 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; and 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.). Appraiser 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 SBCTA.
4. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, other consultants and/or Caltrans staff; participate in office or project site meetings.
5. It is the CONSULTANT's responsibility to contact SBCTA's project engineers for discussion and/or clarification of any project design matters.
6. It is the CONSULTANT's responsibility to contact SBCTA's legal counsel for discussion and/or clarification in identifying personal or real property.
7. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall request a legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.
8. 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.

#### **H. RIGHT OF WAY ACQUISITION AND RELOCATION, REAL PROPERTY SEARCHES, IDENTIFICATION AND FEASIBILITY 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, other consultants and/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. All legal opinions shall be rendered by SBCTA's legal counsel.
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.
10. On a project-by-project basis and as needed, CONSULTANT shall assign individuals to key positions such as a Project Manager, an Acquisition/Negotiation Manager, a Relocation Assistance Manager, and a Utilities Relocation Coordinator, none of whom may be replaced without the written consent of SBCTA.

#### **I. TITLE AND ESCROW SERVICES**

Title and Escrow Services may include, but are not limited to, the following:

1. At the initiation of the work program, the CONSULTANT shall meet with SBCTA staff regarding SBCTA'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 SBCTA 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 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 any 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 any legal issues exist during the course of CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.
23. 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.

**J. PROPERTY MANAGEMENT, HAZARDOUS MATERIAL REMOVAL, DEMOLITION AND CLEARANCE SERVICES**

Services may include, but not be limited to, the following:

1. General Property Management Services
  - a) Maintain a Certified Property Manager (CPM) on staff during the full term of the agreement and/or task order as necessary.
  - b) In cases where occupants need to remain in the property prior to relocation, administer temporary lease agreements, which include rent collection, ensure payment of utility bills and maintain decent living conditions for occupants. Prepare, maintain and submit a monthly Rent Collection and Receivables Aging Report.
  - c) Prepare and maintain a monthly Property Inventory Report.
  - d) After occupants have been relocated and properties are vacant, CONSULTANT shall coordinate with SBCTA to appropriately fence and secure properties and prevent trespassers, intruders and vandals from gaining entry to properties.



- e) As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) 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.

## 2. Hazardous Material Removal, Demolition and Clearance

- a) Surveys of buildings, Containers, etc.

The CONSULTANT may be required to provide survey activities. Survey activities may include the surveying and testing, as applicable, of buildings, structures, stored materials, tank contents, soils, water and containers to determine whether hazardous waste or materials are present. The CONSULTANT may also be required to perform environmental site assessment work to confirm that the properties are free and clear of hazardous materials, potentially requiring the on-call team to assist with required environmental assessment and/or site remediation work as directed by SBCTA.

Typical surveys or assessments may include, but not be limited to, inspections for:

- Asbestos containing materials (ACM) in buildings and pipelines
- PCB containing materials in transformers, equipment, containers
- Fuels and other chemicals in tanks, barrels and storage containers
- Review of buildings or structures to determine whether hazardous materials are being used or stored
- The presence of lead paint
- Environmental Assessment (i.e., Phase 1, Phase 2)
- Only when requested will a Certified Industrial Hygienist (CIH) be utilized for survey plans and work. Requests for a CIH will be through the project or task order process. When surveys are included in a task order, survey activities as well as results shall be included as a report or as part of the Site Investigation Report.
- Soil
- Groundwater

- b) Removal and Disposal of Asbestos and Lead Paint

This work shall consist of identifying, quantifying, removing and disposing of materials containing friable and/or non-friable asbestos prior to the demolition of improvements and obtaining all necessary licenses, permits, certification and other documents needed for the work. No grinding equipment that may expose asbestos containing materials may be used.

CONSULTANT shall prepare a plan presenting the methods for removing, handling, transporting and disposing of friable or non-friable asbestos. Prior to submittal to the Project Manager, the local Air Quality Management District must approve the plans for friable asbestos. The submittal of these plans to the Southern California Air Quality Management District (SCAQMD) must occur at least 14 days prior to the start of work. This plan shall include identification of all Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) licenses, permits and certifications required for asbestos abatement work, removal, handling and transport.

All asbestos work and lead paint removal shall conform to federal, state and local laws governing the identification, preparation, safety, monitoring, signing, fencing, removing, and hauling of friable and non-friable asbestos, as well as the workers and equipment employed, and shall supply copies of information on all applicable licenses, permits, and notifications required by applicable laws and regulations.

In cleaning sites that involve asbestos removal, CONSULTANT must be properly licensed for such work. CONSULTANT shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for asbestos abatement work. The CONSULTANT shall be provided with an asbestos report prior to starting the job and will be required to provide the SBCTA manager with copies of all documents required for abatement and certification at the conclusion of the removal and disposal of asbestos.

CONSULTANT shall use a California Uniform Hazardous Waste Manifest, which will be signed by the Project Manager or his designee. Project Manager will supply the EPA Generator number for the CONSULTANT if necessary.

CONSULTANT shall use hazardous waste haulers having current registration with the California Department of Health Services (CDOHS), and shall have a U.S. EPA Identification Number (US EPA ID Number). All vehicles used to transport hazardous waste shall have a valid Certificate of Compliance affixed to the vehicle.

Asbestos containerized for transportation to a disposal site shall be appropriately labeled. CONSULTANT shall pay any disposal site charges.

Non-friable asbestos containing material is to be considered hazardous waste. CONSULTANT shall take precautions during removal that it remains wet, breakage is minimized, minimal visual emissions are allowed and it is not physically altered or powdered to result in the release of free asbestos fibers.

If the CONSULTANT discovers any asbestos containing material or other hazardous waste not noted in the report provided by SBCTA, the CONSULTANT must stop work. The CONSULTANT must call the Project Manager and should give an estimate of cost for this unforeseen work. Said materials will be removed only after approval in writing by the Project Manager. The removal of unforeseen asbestos will comply with the requirements pertaining to removal and disposal of asbestos.

c) Hazardous and/or Toxic Waste or Materials

CONSULTANT shall immediately notify the Project Manager upon encountering any type of hazardous and/or toxic wastes or materials during the demolition and removal process. Project Manager will request an immediate site investigation by SBCTA's designated consultant.

Should it become necessary to terminate the demolition and removal process, CONSULTANT shall be compensated only for work in progress or actually completed. The amount of such compensation is to be determined by the Project Manager. No payment shall be made for delay or lost profits anticipated for uncompleted work.



Failure of the CONSULTANT to notify SBCTA of the presence of hazardous and/or toxic wastes or materials may result in legal liability to the CONSULTANT for all actual damages resulting to SBCTA.

d) Demolition and Clearance

CONSULTANT may be required to provide related demolition and clearance services, including but not limited to, demolition and clearance, removal of walls, fences, trees and shrubs, weed abatement, asbestos and lead based paint removal and disposal, site remediation of hazardous materials, and fencing or securing of subject properties within 24 hours of Task Order execution. CONSULTANT shall work through a Demolition Contractor who shall furnish all labor, tools, materials and equipment necessary to provide routine and/or emergency demolition and clearance services for residential, commercial and industrial properties. In the performance of this task, CONSULTANT shall at all times comply with all applicable laws, decisions, ordinances, statutes, rules, and regulations of the U.S. Government, the state of California, and any political subdivision or public authority thereof, including without limitation, tax, labor, prevailing wage, safety, security and social security laws and regulations. In addition, CONSULTANT shall perform the services there under in a manner so as not to endanger the safety or any person and property.

CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices necessary for the due and lawful performance of work. CONSULTANT shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

CONSULTANT shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract.

CONSULTANT shall protect from damage all existing improvements and utilities near the work site and on adjacent property owned by a third party, the locations of which are made known to or should be known by the CONSULTANT. CONSULTANT shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the CONSULTANT fails or refuses to repair the damage promptly, SBCTA may have the necessary work performed and charge the cost to the CONSULTANT.

e) Demolition and Clearance Special Provisions

All materials resulting from provision of demolition and clearance services shall become the property of the Demolition Contractor and shall be removed from the premises. Hazardous materials shall be disposed of in accordance with appropriate laws and regulations including OSHA Construction Standard (29 CFR1926.1101) and EPA National Emission Standards for Hazardous Air Pollutants (NESHAP 40 CFR subpart M).

Sewer capping shall be the first order of work. CONSULTANT shall disconnect and cap sewer lines at the property line or back of sidewalk. All sewer capping shall be subject to

inspection by the responsible agency. CONSULTANT shall notify the responsible agency a minimum of 24 hours prior to capping the sewer. The excavation resulting from the sewer cap operation shall be covered until inspection by the responsible agency and immediately backfilled after inspection. CONSULTANT or his representative shall be on the site at the time the responsible agency inspects the sewer cap. Prior to starting demolition operations, CONSULTANT shall contact utility companies to verify the location of their service lines to be protected in place and/or verify removal of their service lines.

Prior to starting demolition operations adjacent to any public way, CONSULTANT shall erect a protection fence. A protection fence will not be necessary when the distance from the improvement to the public way is more than one-half the height of the improvement being demolished.

Where a protection fence is erected on a public sidewalk, a pedestrian walkway shall be provided. The walkway and sidewalk shall meet the Code requirements established by the City/Jurisdiction where the project is located. The required width of the walkway shall be unobstructed.

No structural member in any level shall be demolished or removed until the level next above is completely removed, excepting Class "A" masonry and/or concrete improvements, subject to the approval of the responsible agency.

The cleaning of brick on the site is prohibited. CONSULTANT shall break the floor of and fill all basements, pits, and sumps and backfill all excavations resulting from the removal operations.

CONSULTANT shall not proceed from one item of work to the next until the previous item is in non-hazardous condition and all combustible material has been removed.

CONSULTANT shall clear and grub all trees, shrubs and vegetation unless otherwise specified in a task order. Tree removal shall include removing the major root ball and backfilling the resulting excavations.

CONSULTANT shall not remove fencing adjoining improved property unless instructed to do so by the Project Manager.

Unless specifically stated otherwise in these provisions, SBCTA assumes no responsibility for conditions not evident at the time of bid openings or for subsequent change or damage of any nature to the improvements not within the control of the SBCTA.

The Project Manager reserves the right to remove such items from the improvements as deemed suitable before directing CONSULTANT to begin demolition operations.

f) Workmanship

The workmanship shall be in conformance with the building codes of the state, county, and city in which the work is being done. CONSULTANT shall conduct operations in such a manner as to cause the least obstruction and/or inconvenience to the surrounding tenants and/or property owners.

It is the CONSULTANT's responsibility to notify the Project Manager to have all work inspected within 24 hours of work completion for final inspection of work. CONSULTANT shall leave each work site in a clean and neat condition, and shall haul away and legally discard any materials or debris caused by work actions from the job site, at no additional cost.

g) Coordination of Work with other SBCTA consultants.

As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work (e.g., perform soil testing, environmental clean-up) 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.

h) Estimated Time of Completion

Precise time frame for completion of work will be specified in the task order to be issued upon award of work. The exact time frame will depend on the volume and type of work, typically within 45 calendar days, including Southern California Air Quality Management District (SCAQMD) notification.

## **K. RELOCATION SERVICES**

The 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 ROW 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 displacee 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 ROW 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 displacees who will remain in occupancy that they are responsible for maintenance of the property until they vacate.
6. Describe grace period, if any, for businesses renting from SBCTA in the rental agreement.

## **L. UTILITY RELOCATION COORDINATOR**

CONSULTANT shall provide a Utility Relocation Coordinator with knowledge and experience with Local, State, and Federal laws, policies, and procedures that deal with Utility Relocation to verify utilities, identify utility conflicts, coordinate utility relocation, and manage and track billings related to these activities for utilities in physical conflict or in violation of the Department's utility accommodation policy for transportation projects. Additionally, the Utilities' Relocation Coordinator shall be knowledgeable in liability determination for cost of utility relocation by understanding and using Master Contracts between Caltrans and utility companies, State Streets and Highways Code, and statutes relating to the Department of Transportation. Services may include, but are not limited to, the following:

1. CONSULTANT shall establish files that document action taken or recommended.
2. Prepare estimates based on possible relocations. Update and revise the estimates when necessary.
3. Identify and verify all utility facilities lying within existing and proposed rights of way.
4. Coordinate all positive location requirements for all high/low risk utility facilities within the project limits.
5. Coordinate avoidance and relocation of facilities.
6. Assist in preparing and/or reviewing: encroachment exception requests, high/low risk policy exceptions, FHWA Request for Authorization packages, FHWA Approval of Utility Agreement, portions of the Right of Way Data Sheets, portions of the ROW Certification document.
7. Prepare Notices to Owners, Utility Agreements, and Encroachment Permits.
8. Verify relocation billings and process for payment when acceptable.

## **M. RAILROAD COORDINATOR**

On an as-needed basis, CONSULTANT shall provide a railroad coordinator to lead the efforts required to provide clearance between the subject railroad and other agencies to perform design and construction activities. Other agencies may consist of SBCTA, Caltrans, and/or cities. Services may include, but are not limited to, the following:

1. Coordinate with PM, SBCTA, and other agencies.
2. Schedule and coordinate meetings with the various agencies and the railroad.
3. Develop a schedule of activities required for clearance.
4. Monitor the activities and action items and report this to the right of way project manager regularly.
5. Prepare required documentation.

**General Contract Information**

Contract No: 25-1003258 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Project Delivery  
 Vendor No.: TBD Vendor Name: Monument ROW  
 Description: On Call Right of Way Services  
 List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	2,666,666.67	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>2,666,666.67</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>2,666,666.67</b>

**Contract Authorization**

Board of Directors                      Date: 03/05/2025 Board                      Item # 11388

**Contract Management (Internal Purposes Only)**

Other Contracts                      Sole Source? No                      N/A  
 Local                      Right of Way Services                      N/A

**Accounts Payable**

Estimated Start Date: 03/05/2025 Expiration Date: 01/31/2028 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	\$	2,666,666.67	\$	-
GL	Mult							-	-	-	-
GL								-	-	-	-
GL								-	-	-	-
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Tracy Escobedo Kristi Harris  
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: \_\_\_\_\_

Attachment: 25-1003258 CSS Monument (11388 : Contract Awards for On-Call Right-of-Way Services to Support Project Delivery Projects and

**CONTRACT NO. 25-1003258**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**AND**

**MONUMENT ROW**

**FOR**

**ON CALL RIGHT OF WAY SERVICES**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Monument ROW, a California corporation (“CONSULTANT”), whose address is 200 Spectrum Center, Suite 300, Irvine, California 92618. SBCTA and CONSULTANT are each a “Party” and are collectively the “Parties.”

**RECITALS:**

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK**

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A “Scope of Work” (“Work”), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA’s issuance of, and in accordance with the terms and instructions contained in, one or more written Contract Task Orders (“CTO”) executed by both parties. The word “Work” includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA’s satisfaction being based on prevailing applicable professional standards.



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

## **ARTICLE 2. CONTRACT TERM**

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through January 31, 2028, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed January 31, 2030.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 This Contract is one of several awarded to a bench of firm. The total Not-To-Exceed Amount for all CTOs issued to all CONSULTANTS comprising the bench is Eight Million Dollars (\$8,000,000). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B, shall remain fixed for the term of this Contract, except as otherwise provided in this Contract, and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B.
- Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually, not seasonally, adjusted. Escalation shall commence as of March 1, 2026, and shall be applied each March, (i.e., March 1st) for the term of the Contract
- 3.3 As Right of Way Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 INTENTIONALLY OMITTED.
- 3.5 INTENTIONALLY OMITTED.

- 3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

#### **ARTICLE 4. INVOICING**

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

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

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

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

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.



4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

4.7 INTENTIONALLY OMITTED

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

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

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

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

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

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

#### **ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT**

8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic 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 and its authorized representatives access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.

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

#### **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the project that is subject of any assigned CTO ("Project"), CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

#### **ARTICLE 10. REPORTING AND DELIVERABLES**

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

#### **ARTICLE 11. TECHNICAL DIRECTION**

- 11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:

- 11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.
  - 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
  - 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
  - 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.
- 11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 11.2.1 Increases or decreases the Scope of Work;
  - 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
  - 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
  - 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
  - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
  - 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
  - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:

11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.

11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

## **ARTICLE 12. CHANGES**

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

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

## **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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

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

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

## ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Kim Bibolet	Project Manager
Joey Mendoza	Project Director

## ARTICLE 16. REPRESENTATIONS

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

## ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of the Work by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and



information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.

- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Work, any Project, or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

## **ARTICLE 18. TERMINATION**

- 18.1 Termination for Convenience. SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants as well as any materials furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

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

## **ARTICLE 19. STOP WORK ORDER**

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

## **ARTICLE 20. CLAIMS**

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

## **ARTICLE 21 INSURANCE**

**21A. – The minimum insurance required at contract execution is listed under Section 21A.**

**The insurance in 21A will cover the following services:**

**Project Management; Right of Way Engineering and Surveying Services; Appraisal Services; Appraisal Review Services; Goodwill Appraisal Services; Furniture, Fixture, Machinery and Equipment Appraisal Services; ROW Acquisition and Relocation; Title & Escrow Services; Relocation Services; Utility Relocation Coordinator; Railroad Coordinator**

**SBCTA reserves the right to require higher insurance limits, and project specific insurance as outlined in Section 21B for Property Management; Hazardous Material Removal; Demolition and Clearance Services.**

21A.1 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21A.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 \$6,000,000
- 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.

21A.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

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

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



21A.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary, excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$2,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
- If the contract value is under \$25,000,000, then the following limits apply:
  - \$2,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 12 19) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage
- If a general aggregate applies, it shall apply separately to this project/location. The contract number must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the 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.

21A.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.

21A.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$2,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21A.1.6 Pollution Liability – Intentionally omitted

21A.1.7 Cyber Liability Insurance. Shall be appropriate to the CONSULTANT's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs and 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.

21A.1.8 Railroad Protective Liability.

Intentionally Omitted

**21B. SBCTA may award Contract Task Orders for the following services: Property Management; Hazardous Material Removal; Demolition and Clearance Services. SBCTA reserves the right to require the higher insurance limits for such work as set forth in this Section 21B, and Project Specific Insurance as identified in Section 21.2.11, which coverage will be determined at Contract Task Order execution.**

21B.1 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant’s sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21B.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.

21B.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

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

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

21B.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary, excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**. If the contract value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than **\$25,000,000 each occurrence**.

- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
- If the contract value is under \$25,000,000, then the following limits apply:
  - \$7,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$7,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 12 19) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage
- If the contract value is over \$25,000,000, then the following limits apply:
  - 25,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$25,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 12 19) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage
- If a general aggregate applies, it shall apply separately to this project/location. The contract number must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the 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.

21B.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
  - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
  - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
  - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additional insureds or as indemnitees below.

21B.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 limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21B.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.

21B.1.7 Cyber Liability Insurance. Shall be appropriate to the CONSULTANT's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs and 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.

21B.1.8 Railroad Protective Liability.

Intentionally Omitted



21.2. General Provisions – Apply to all contracts -

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better, and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-VII or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 12 19, to name San Bernardino County Transportation Authority, Caltrans, Cities and/or County as requested, and their officers, directors, members, employees, and agents, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the 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.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its subconsultants 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 and any additional insured, their directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured

retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured from paying any portion of any CONSULTANT's deductible or SIR.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exceptions of Professional Liability and Worker's Compensation, shall be endorsed with a form at least as broad as ISO Form CG 20 01 04 13 to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the Work. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA twenty-five (25) 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](mailto:insurance@gosbcta.com), to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods

of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to a 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 such Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.

- 21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, nor any subconsultant of any tier, of their obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract.
- 21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.11 Project Specific Insurance. All insurance coverage required to be provided by CONSULTANT at Contract Task Order execution, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively and extend to all aspects of the Work, with coverage limits dedicated solely to the Work. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated limits specific to the Scope of Work and identified premiums and meets all requirements described in contract.
- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.



- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change, any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **ARTICLE 22. INDEMNITY**

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

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

- 22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, Caltrans, Cities and/or County as requested, and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by any Indemnitee(s) on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to Indemnitees' "active" as well as

“passive” negligence, but does not apply to the “sole negligence” or “willful misconduct,” within the meaning of Civil Code section 2782, of any Indemnitee.

#### **ARTICLE 23. ERRORS AND OMISSIONS**

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

#### **ARTICLE 24. OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE 25. SUBCONTRACTS**

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

#### **ARTICLE 26. RECORD INSPECTION AND AUDITING**

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

## **ARTICLE 27. INDEPENDENT CONTRACTOR**

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

## **ARTICLE 28. ATTORNEY'S FEES**

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

## **ARTICLE 29. GOVERNING LAW AND VENUE**

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

## **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 31. PRECEDENCE**

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

## ARTICLE 32. COMMUNICATIONS AND NOTICES

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

<b>To CONSULTANT</b>	<b>To SBCTA</b>
<b>200 Spectrum Center, Suite 300</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Irvine, CA 92618</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Amber Costello</b>	<b>Attn: Tracy Escobedo</b>
<b>Email: <a href="mailto:acostello@monumentrow.com">acostello@monumentrow.com</a></b>	<b>Email: <a href="mailto:tescobedo@gosbcta.com">tescobedo@gosbcta.com</a></b>
<b>Phone: (562) 260-0507</b>	<b>Phone: (909) 884-8276</b>
	<b>Copy: Procurement Manager</b>
	<b>Email: <a href="mailto:procurement@gosbcta.com">procurement@gosbcta.com</a></b>

## ARTICLE 33. DISPUTES

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

## ARTICLE 34. GRATUITIES

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

## ARTICLE 35. REVIEW AND ACCEPTANCE

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

**ARTICLE 36. CONFIDENTIALITY**

See Article 17.

**ARTICLE 37. EVALUATION OF CONSULTANT**

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

**ARTICLE 38. SAFETY**

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

**ARTICLE 39. DRUG FREE WORKPLACE**

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

**ARTICLE 40. ASSIGNMENT**

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

**ARTICLE 41. AMENDMENTS**

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

**ARTICLE 42. PREVAILING WAGES**

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



**ARTICLE 43. CONTINGENT FEE**

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

**ARTICLE 44. FORCE MAJEURE**

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

**ARTICLE 45. WARRANTY**

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

**ARTICLE 46. ENTIRE DOCUMENT**

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

**ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 48. EFFECTIVE DATE**

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

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

DRAFT

Attachment: [PDF] Contract 25-1003258 - Monument ROW - On-Call Right of Way Services (11388 : Contract Awards for On-Call Right-of-Way



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

**MONUMENT ROW**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Amber Costello  
Chief Executive Officer

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Joey Mendoza  
Secretary

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

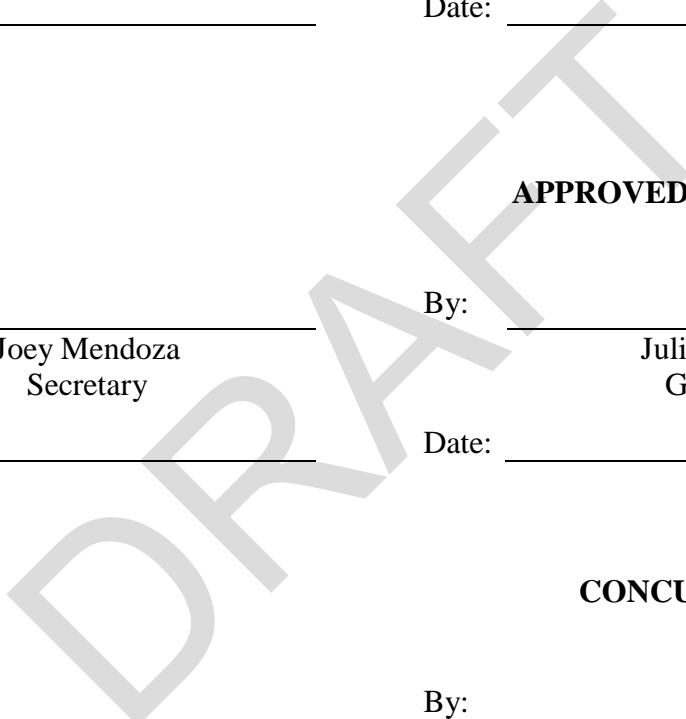
Date: \_\_\_\_\_

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

**CONCURRENCE**

By: \_\_\_\_\_  
Alicia J. Bullock  
Procurement Manager

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



Attachment: [PDF] Contract 25-1003258 - Monument ROW - On-Call Right of Way Services (11388 : Contract Awards for On-Call Right-of-Way

**EXHIBIT “A”  
“SCOPE OF WORK”**

DRAFT

## SCOPE OF WORK

San Bernardino County Transportation Authority (“SBCTA”) is issuing this Request for Proposals for a CONSULTANT to provide **ON CALL RIGHT OF WAY SERVICES** for a period of three (3) years with two (2) one-year options for extension, to be exercised at the sole discretion of SBCTA, on an On Call basis in support of current and future SBCTA projects.

Such services may include, but are not limited to, the following work program:

### A. PROJECT MANAGEMENT

This task covers typical project management services, including the requirements for meetings, schedules, progress reports, and administration of the CONSULTANT work. Depending on the specific project assignment, SBCTA may require additional Project Management services to be performed by CONSULTANT but typical services anticipated at this time include, but are not limited to, the following:

#### 1. Coordination and Meetings

CONSULTANT shall meet with the relevant parties to discuss issues pertinent to the project assignments. CONSULTANT shall participate in project meetings (i.e., Project Development Team (PDT) meetings, Agency coordination meetings, workshops) and be prepared to discuss project status, issues, policy, or procedural issues. CONSULTANT shall bring progress plans as appropriate and assist in developing meeting notices, agenda, minutes and/or handouts as needed.

#### 2. Administration

Administration shall include the following elements:

- Supervise, coordinate, and monitor work for conformance with the appropriate standards and policies
- Apply for and/or assist to obtain City approvals and permits as required
- Prepare, circulate, and file correspondence and memoranda as appropriate
- Maintain project files using the CALTRANS Uniform File System, unless otherwise directed by SBCTA

#### 3. Schedule and Progress Reports

CONSULTANT shall submit an initial Project Schedule for each Contract Task Order assignment. As directed by SBCTA, the schedule shall be tailored for project specific activities as appropriate to track right of way acquisition and project clearance activities from the initial appraisal phase through property possession. Following approval by SBCTA, this schedule will become the Baseline Project Schedule and will be tracked throughout the duration of the project.

As directed by SBCTA, schedule updates will be part of a monthly Progress Report prepared by CONSULTANT that describes the project status, outstanding action items, and/or issues for SBCTA approval. If appropriate and requested by SBCTA, the schedule and/or Progress Report may require updating more frequently.

#### 4. Quality Assurance/Quality Control (QA/QC) Plan

CONSULTANT shall maintain a Quality Assurance/Quality Control Plan throughout term of this Contract. The QA/QC Plan is intended to ensure that the appraisals, maps, reports, plans, studies, estimates, and other documents submitted under this Scope of Services are complete, accurate, checked, and proofread to meet professional standard practices in effect at the time of execution of the Contract.

Upon receipt of the Notice to Proceed (NTP), CONSULTANT shall discuss and explain their plan to provide a reasonable quality control check system and quality assurance program for the contract services described herein following the applicable standard practices in effect at the time of execution of the Contract. Within twenty (20) working days of receiving the NTP, CONSULTANT shall submit a draft copy of the QA/QC Plan for review and approval by SBCTA. If requested by SBCTA, CONSULTANT shall modify and/or revise the QA/QC Plan as needed to appropriately control the project quality program for the contract.

#### 5. Budget Management

Consultant shall manage the budget throughout the term of the Contract Task Order (CTO). Consultant will provide SBCTA on updates of the cost to date of the Contract Task Order and its budget every invoice. An increase in cost or scope needs to be reported to SBCTA and authorized by SBCTA.

#### 6. Legal Requirements

If legal issues exist during CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request a legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.

### **B. RIGHT OF WAY ENGINEERING AND SURVEYING SERVICES**

Right of Way Engineering and Surveying services may include, but are not limited to, the following:

1. CONSULTANT shall provide right of way engineering and field surveying services including, but not limited to, preparing Boundary Maps, Monumentation Maps, Survey control maps, Records of Survey, Lot Line Adjustments, Subdivision maps, Parcel Maps, Appraisal maps, utility potholing information maps, Legal Descriptions & Plats, Certificates of Compliance, as described in the California Government Code Section 66499.35, and other right of way engineering services as directed by SBCTA.
2. CONSULTANT shall prepare Boundary, Monumentation and Survey Control maps showing all parcels and easement boundaries and their relationship to the land net monuments used to define them. In cases where SBCTA is working in conjunction with Caltrans, these maps shall conform to the State's manuals as follows: PLANS PREPARATION MANUAL, the RIGHT OF WAY MANUAL, SURVEYS MANUAL and the DRAFTING MANUAL in regard to content and appearance of said right of way engineering and field surveying products.
3. CONSULTANT shall utilize appropriate land surveying and land title practices to:

- Establish all property and easement boundaries within and overlapping the project area
- Perform site reconnaissance and monument recovery
- Establish or reestablish all monumentation required by State law and local regulations
- File a Record of Survey, or Corner Record as necessary, to comply with the Land Surveyors Act
- The preparation, filing and associated fees will be the responsibility of CONSULTANT

All data, maps and documents produced by CONSULTANT shall be subject to approval and acceptance by SBCTA's Project Manager. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have seven calendar days to make corrections and return maps and documents to SBCTA. Final acceptance will occur only after the work product has been determined to conform to this documents scope of work and requirements.

4. All surveying and mapping work affecting the State of California Right of Way at any location, or along any route, shall be in accordance with State law and local regulation and the procedures and instructions contained in the Caltrans Right of Way Manual and the Caltrans Surveys Manual (Manual). Additionally, all such work shall be in accordance with the procedures and instructions contained in the Caltrans District 8 Right of Way Engineering Requirements for the Preparation Documents and Maps (Requirements). In the event of conflict, the Requirements shall be controlling. All Right of Way acquisitions by SBCTA with the intent to ultimately convey such acquisitions to the State are considered State right of way acquisitions.
5. CONSULTANT shall appoint a Survey Manager who is a Licensed Land Surveyor or Licensed Civil Engineer, authorized to practice land surveying by the State of California. The Survey Manager will be responsible for all survey related work to be performed by CONSULTANT for SBCTA.
6. Deliverables shall generally consist of electronic files of pertinent reports and documents. Any required electronic mapping, Base map, (Hardcopy), Monumentation map, Appraisal maps, etc., shall be in a format consistent with Microstation File (.DGN). Electronic documents shall be in Microsoft Word format unless otherwise specified by SBCTA. Completed Record of Survey (filed with the County Recorder) shall be formatted at full size for Adobe Acrobat professional (.PDF). A Mylar copy shall also be provided. All survey field notes shall also be in an Adobe Acrobat professional format.
7. If any legal issues exist during the course of an assignment, CONSULTANT shall coordinate with SBCTA who will request a legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.
8. 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.

### C. APPRAISAL SERVICES

Qualifications for ALL appraisal-related services:

- CONSULTANT shall have a minimum five years' experience as full time appraiser
- CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute
- CONSULTANT shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain
- CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association

### D. RIGHT OF WAY APPRAISAL SERVICES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND AGRICULTURAL PROPERTIES

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 SBCTA.
4. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, other consultants and/or Caltrans staff, and to 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 by reason 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 CONSULTANT's responsibility to contact SBCTA's 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 legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.



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.

## **E. APPRAISAL REVIEW SERVICES**

Appraisal services may include, but are not limited to, the following:

1. When required by SBCTA, CONSULTANT shall examine appraisals prepared by the Residential, Commercial, Industrial, Agricultural and/or Furniture, Fixtures, Machinery and Equipment appraisers.
2. CONSULTANT shall provide Review Appraisal Services based on nationally recognized appraisal standards and techniques, including those established by the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisition and shall ensure compliance 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.), and the California Code of Civil Procedure. Comply with the requirements of the Caltrans Right of Way Manual, when applicable. CONSULTANT's Appraiser must be licensed by the State of California.
3. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions at any Administrative or Judicial proceeding.
4. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, other consultants and/or Caltrans staff, and to participate in office or project site meetings.
5. It is the CONSULTANT's responsibility to contact SBCTA's project engineers for discussion and/or clarification of any project design matters. This is critical in reviewing appraisals of partial acquisitions and easements where engineering data have to be verified.
6. Review Appraiser shall examine appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.
7. If the CONSULTANT is unable to recommend approval of an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain additional appraisal, CONSULTANT may develop appraisal documentation to recommend value.
8. CONSULTANT's Review Appraiser and the CONSULTANT's Appraiser should discuss the appraisal assignment as soon work is assigned. The Review Appraiser and, if practical, the Appraiser should hold at least one field review in order to identify any legal issues that may exist. If any legal issues exist, the Review Appraiser shall request SBCTA to obtain a legal opinion.

9. All legal opinions shall be rendered by SBCTA's legal counsel and the appraisal prepared in accordance therewith.
10. CONSULTANT's Review Appraiser's certification of the recommended value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation. Any damages or benefits to any remaining property shall also be identified in the statement.
11. All reports and deliverables shall generally be transmitted electronically to SBCTA.
12. 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.

## **F. GOODWILL APPRAISAL SERVICES**

Goodwill appraisal services may 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, other consultants and/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 the goodwill compensation provisions 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 I Program and other Federally Funded Programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.

## **G. FURNITURE, FIXTURES, MACHINERY AND EQUIPMENT APPRAISAL SERVICES**

Such appraisal services may include, but are not limited to, the following:

1. CONSULTANT shall prepare appraisals in accordance with the California Code of Civil Procedure; the Uniform Standards of Appraisal Practice (USPAP); 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; and 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.). Appraiser 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 SBCTA.
4. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, other consultants and/or Caltrans staff; participate in office or project site meetings.
5. It is the CONSULTANT's responsibility to contact SBCTA's project engineers for discussion and/or clarification of any project design matters.
6. It is the CONSULTANT's responsibility to contact SBCTA's legal counsel for discussion and/or clarification in identifying personal or real property.
7. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall request a legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.
8. 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.

## **H. RIGHT OF WAY ACQUISITION AND RELOCATION, REAL PROPERTY SEARCHES, IDENTIFICATION AND FEASIBILITY 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, other consultants and/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. All legal opinions shall be rendered by SBCTA's legal counsel.
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.
10. On a project-by-project basis and as needed, CONSULTANT shall assign individuals to key positions such as a Project Manager, an Acquisition/Negotiation Manager, a Relocation Assistance Manager, and a Utilities Relocation Coordinator, none of whom may be replaced without the written consent of SBCTA.

## **I. TITLE AND ESCROW SERVICES**

Title and Escrow Services may include, but are not limited to, the following:

1. At the initiation of the work program, the CONSULTANT shall meet with SBCTA staff regarding SBCTA'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 SBCTA 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 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 any 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 any legal issues exist during the course of CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.
23. 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.

**J. PROPERTY MANAGEMENT, HAZARDOUS MATERIAL REMOVAL, DEMOLITION AND CLEARANCE SERVICES**

Services may include, but not be limited to, the following:

1. General Property Management Services
  - a) Maintain a Certified Property Manager (CPM) on staff during the full term of the agreement and/or task order as necessary.
  - b) In cases where occupants need to remain in the property prior to relocation, administer temporary lease agreements, which include rent collection, ensure payment of utility bills and maintain decent living conditions for occupants. Prepare, maintain and submit a monthly Rent Collection and Receivables Aging Report.
  - c) Prepare and maintain a monthly Property Inventory Report.
  - d) After occupants have been relocated and properties are vacant, CONSULTANT shall coordinate with SBCTA to appropriately fence and secure properties and prevent trespassers, intruders and vandals from gaining entry to properties.



- e) As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) 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.

## 2. Hazardous Material Removal, Demolition and Clearance

- a) Surveys of buildings, Containers, etc.

The CONSULTANT may be required to provide survey activities. Survey activities may include the surveying and testing, as applicable, of buildings, structures, stored materials, tank contents, soils, water and containers to determine whether hazardous waste or materials are present. The CONSULTANT may also be required to perform environmental site assessment work to confirm that the properties are free and clear of hazardous materials, potentially requiring the on-call team to assist with required environmental assessment and/or site remediation work as directed by SBCTA.

Typical surveys or assessments may include, but not be limited to, inspections for:

- Asbestos containing materials (ACM) in buildings and pipelines
- PCB containing materials in transformers, equipment, containers
- Fuels and other chemicals in tanks, barrels and storage containers
- Review of buildings or structures to determine whether hazardous materials are being used or stored
- The presence of lead paint
- Environmental Assessment (i.e., Phase 1, Phase 2)
- Only when requested will a Certified Industrial Hygienist (CIH) be utilized for survey plans and work. Requests for a CIH will be through the project or task order process. When surveys are included in a task order, survey activities as well as results shall be included as a report or as part of the Site Investigation Report.
- Soil
- Groundwater

- b) Removal and Disposal of Asbestos and Lead Paint

This work shall consist of identifying, quantifying, removing and disposing of materials containing friable and/or non-friable asbestos prior to the demolition of improvements and obtaining all necessary licenses, permits, certification and other documents needed for the work. No grinding equipment that may expose asbestos containing materials may be used.

CONSULTANT shall prepare a plan presenting the methods for removing, handling, transporting and disposing of friable or non-friable asbestos. Prior to submittal to the Project Manager, the local Air Quality Management District must approve the plans for friable asbestos. The submittal of these plans to the Southern California Air Quality Management District (SCAQMD) must occur at least 14 days prior to the start of work. This plan shall include identification of all Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) licenses, permits and certifications required for asbestos abatement work, removal, handling and transport.



All asbestos work and lead paint removal shall conform to federal, state and local laws governing the identification, preparation, safety, monitoring, signing, fencing, removing, and hauling of friable and non-friable asbestos, as well as the workers and equipment employed, and shall supply copies of information on all applicable licenses, permits, and notifications required by applicable laws and regulations.

In cleaning sites that involve asbestos removal, CONSULTANT must be properly licensed for such work. CONSULTANT shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for asbestos abatement work. The CONSULTANT shall be provided with an asbestos report prior to starting the job and will be required to provide the SBCTA manager with copies of all documents required for abatement and certification at the conclusion of the removal and disposal of asbestos.

CONSULTANT shall use a California Uniform Hazardous Waste Manifest, which will be signed by the Project Manager or his designee. Project Manager will supply the EPA Generator number for the CONSULTANT if necessary.

CONSULTANT shall use hazardous waste haulers having current registration with the California Department of Health Services (CDOHS), and shall have a U.S. EPA Identification Number (US EPA ID Number). All vehicles used to transport hazardous waste shall have a valid Certificate of Compliance affixed to the vehicle.

Asbestos containerized for transportation to a disposal site shall be appropriately labeled. CONSULTANT shall pay any disposal site charges.

Non-friable asbestos containing material is to be considered hazardous waste. CONSULTANT shall take precautions during removal that it remains wet, breakage is minimized, minimal visual emissions are allowed and it is not physically altered or powdered to result in the release of free asbestos fibers.

If the CONSULTANT discovers any asbestos containing material or other hazardous waste not noted in the report provided by SBCTA, the CONSULTANT must stop work. The CONSULTANT must call the Project Manager and should give an estimate of cost for this unforeseen work. Said materials will be removed only after approval in writing by the Project Manager. The removal of unforeseen asbestos will comply with the requirements pertaining to removal and disposal of asbestos.

c) Hazardous and/or Toxic Waste or Materials

CONSULTANT shall immediately notify the Project Manager upon encountering any type of hazardous and/or toxic wastes or materials during the demolition and removal process. Project Manager will request an immediate site investigation by SBCTA's designated consultant.

Should it become necessary to terminate the demolition and removal process, CONSULTANT shall be compensated only for work in progress or actually completed. The amount of such compensation is to be determined by the Project Manager. No payment shall be made for delay or lost profits anticipated for uncompleted work.

Failure of the CONSULTANT to notify SBCTA of the presence of hazardous and/or toxic wastes or materials may result in legal liability to the CONSULTANT for all actual damages resulting to SBCTA.

d) Demolition and Clearance

CONSULTANT may be required to provide related demolition and clearance services, including but not limited to, demolition and clearance, removal of walls, fences, trees and shrubs, weed abatement, asbestos and lead based paint removal and disposal, site remediation of hazardous materials, and fencing or securing of subject properties within 24 hours of Task Order execution. CONSULTANT shall work through a Demolition Contractor who shall furnish all labor, tools, materials and equipment necessary to provide routine and/or emergency demolition and clearance services for residential, commercial and industrial properties. In the performance of this task, CONSULTANT shall at all times comply with all applicable laws, decisions, ordinances, statutes, rules, and regulations of the U.S. Government, the state of California, and any political subdivision or public authority thereof, including without limitation, tax, labor, prevailing wage, safety, security and social security laws and regulations. In addition, CONSULTANT shall perform the services there under in a manner so as not to endanger the safety or any person and property.

CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices necessary for the due and lawful performance of work. CONSULTANT shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

CONSULTANT shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract.

CONSULTANT shall protect from damage all existing improvements and utilities near the work site and on adjacent property owned by a third party, the locations of which are made known to or should be known by the CONSULTANT. CONSULTANT shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the CONSULTANT fails or refuses to repair the damage promptly, SBCTA may have the necessary work performed and charge the cost to the CONSULTANT.

e) Demolition and Clearance Special Provisions

All materials resulting from provision of demolition and clearance services shall become the property of the Demolition Contractor and shall be removed from the premises. Hazardous materials shall be disposed of in accordance with appropriate laws and regulations including OSHA Construction Standard (29 CFR1926.1101) and EPA National Emission Standards for Hazardous Air Pollutants (NESHAP 40 CFR subpart M).

Sewer capping shall be the first order of work. CONSULTANT shall disconnect and cap sewer lines at the property line or back of sidewalk. All sewer capping shall be subject to inspection by the responsible agency. CONSULTANT shall notify the responsible agency a minimum of 24 hours prior to capping the sewer. The excavation resulting from the sewer cap operation shall be covered until inspection by the responsible agency and immediately backfilled after inspection. CONSULTANT or his representative shall be on the site at the time the responsible agency inspects the sewer cap. Prior to starting demolition operations, CONSULTANT shall contact utility companies to verify the location of their service lines to be protected in place and/or verify removal of their service lines.

Prior to starting demolition operations adjacent to any public way, CONSULTANT shall erect a protection fence. A protection fence will not be necessary when the distance from the improvement to the public way is more than one-half the height of the improvement being demolished.

Where a protection fence is erected on a public sidewalk, a pedestrian walkway shall be provided. The walkway and sidewalk shall meet the Code requirements established by the City/Jurisdiction where the project is located. The required width of the walkway shall be unobstructed.

No structural member in any level shall be demolished or removed until the level next above is completely removed, excepting Class "A" masonry and/or concrete improvements, subject to the approval of the responsible agency.

The cleaning of brick on the site is prohibited. CONSULTANT shall break the floor of and fill all basements, pits, and sumps and backfill all excavations resulting from the removal operations.

CONSULTANT shall not proceed from one item of work to the next until the previous item is in non-hazardous condition and all combustible material has been removed.

CONSULTANT shall clear and grub all trees, shrubs and vegetation unless otherwise specified in a task order. Tree removal shall include removing the major root ball and backfilling the resulting excavations.

CONSULTANT shall not remove fencing adjoining improved property unless instructed to do so by the Project Manager.

Unless specifically stated otherwise in these provisions, SBCTA assumes no responsibility for conditions not evident at the time of bid openings or for subsequent change or damage of any nature to the improvements not within the control of the SBCTA.

The Project Manager reserves the right to remove such items from the improvements as deemed suitable before directing CONSULTANT to begin demolition operations.

f) Workmanship

The workmanship shall be in conformance with the building codes of the state, county, and city in which the work is being done. CONSULTANT shall conduct operations in such a manner as to cause the least obstruction and/or inconvenience to the surrounding tenants and/or property owners.

It is the CONSULTANT's responsibility to notify the Project Manager to have all work inspected within 24 hours of work completion for final inspection of work. CONSULTANT shall leave each work site in a clean and neat condition, and shall haul away and legally discard any materials or debris caused by work actions from the job site, at no additional cost.

g) Coordination of Work with other SBCTA consultants.

As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work (e.g., perform soil testing, environmental clean-up) 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.

h) Estimated Time of Completion

Precise time frame for completion of work will be specified in the task order to be issued upon award of work. The exact time frame will depend on the volume and type of work, typically within 45 calendar days, including Southern California Air Quality Management District (SCAQMD) notification.

## K. RELOCATION SERVICES

The 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 ROW 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 displacee 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 ROW 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 displacees who will remain in occupancy that they are responsible for maintenance of the property until they vacate.
6. Describe grace period, if any, for businesses renting from SBCTA in the rental agreement.

#### **L. UTILITY RELOCATION COORDINATOR**

CONSULTANT shall provide a Utility Relocation Coordinator with knowledge and experience with Local, State, and Federal laws, policies, and procedures that deal with Utility Relocation to verify utilities, identify utility conflicts, coordinate utility relocation, and manage and track billings related to these activities for utilities in physical conflict or in violation of the Department's utility accommodation policy for transportation projects. Additionally, the Utilities' Relocation Coordinator shall be knowledgeable in liability determination for cost of utility relocation by understanding and using Master Contracts between Caltrans and utility companies, State Streets and Highways Code, and statutes relating to the Department of Transportation. Services may include, but are not limited to, the following:

1. CONSULTANT shall establish files that document action taken or recommended.
2. Prepare estimates based on possible relocations. Update and revise the estimates when necessary.
3. Identify and verify all utility facilities lying within existing and proposed rights of way.
4. Coordinate all positive location requirements for all high/low risk utility facilities within the project limits.
5. Coordinate avoidance and relocation of facilities.
6. Assist in preparing and/or reviewing: encroachment exception requests, high/low risk policy exceptions, FHWA Request for Authorization packages, FHWA Approval of Utility Agreement, portions of the Right of Way Data Sheets, portions of the ROW Certification document.
7. Prepare Notices to Owners, Utility Agreements, and Encroachment Permits.
8. Verify relocation billings and process for payment when acceptable.

#### **M. RAILROAD COORDINATOR**

On an as-needed basis, CONSULTANT shall provide a railroad coordinator to lead the efforts required to provide clearance between the subject railroad and other agencies to perform design and construction activities. Other agencies may consist of SBCTA, Caltrans, and/or cities. Services may include, but are not limited to, the following:

1. Coordinate with PM, SBCTA, and other agencies.

2. Schedule and coordinate meetings with the various agencies and the railroad.
3. Develop a schedule of activities required for clearance.
4. Monitor the activities and action items and report this to the right of way project manager regularly.
5. Prepare required documentation.

DRAFT





**CONTRACT NO. 25-1003259****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****OVERLAND, PACIFIC & CUTLER LLC A TRANSYSTEMS COMPANY****FOR****ON CALL RIGHT OF WAY SERVICES**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Overland, Pacific & Cutler, LLC, a TranSystems Company (“CONSULTANT”), whose address is 5000 Airport Plaza Drive, Suite 250, Long Beach, California 90815. SBCTA and CONSULTANT are each a “Party” and are collectively the “Parties.”

**RECITALS:**

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK**

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A “Scope of Work” (“Work”), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA’s issuance of, and in accordance with the terms and instructions contained in, one or more written Contract Task Orders (“CTO”) executed by both parties. The word “Work” includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA’s satisfaction being based on prevailing applicable professional standards.

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

## **ARTICLE 2. CONTRACT TERM**

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through January 31, 2028, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed January 31, 2030.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 This Contract is one of several awarded to a bench of firms. The total Not-To-Exceed Amount for all CTOs issued to all CONSULTANTS comprising the bench is Eight Million Dollars (\$8,000,000). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract, except as otherwise provided in this Contract, and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually, not seasonally adjusted. Escalation shall commence as of March 1, 2026, and shall be applied each March (i.e., March 1st) for the term of the Contract

- 3.3 As Right of Way Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 INTENTIONALLY OMITTED.
- 3.5 INTENTIONALLY OMITTED.
- 3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be

CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

#### **ARTICLE 4. INVOICING**

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

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

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

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

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to

each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

#### 4.7 INTENTIONALLY OMITTED

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

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

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

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

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

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

### **ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT**

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic 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 and its authorized representatives access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall

be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

8.3 Subcontracts in excess of \$25,000 shall contain this provision.

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.

9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the project that is subject of any assigned CTO ("Project"), CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

## **ARTICLE 10. REPORTING AND DELIVERABLES**

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

## **ARTICLE 11. TECHNICAL DIRECTION**

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:

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



- 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
- 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
- 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.
- 11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 11.2.1 Increases or decreases the Scope of Work;
- 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
- 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
- 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
- 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
- 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
- 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:

11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.

11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

## **ARTICLE 12. CHANGES**

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

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

## **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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

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

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



## ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Vicky Cook	Senior Program Manager
Roy Guinaldo	Senior Project Manager
April Harvey	Senior Program Manager

## ARTICLE 16. REPRESENTATIONS

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

## ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of the Work by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and

information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.

- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Work, any Project, or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

## **ARTICLE 18. TERMINATION**

- 18.1 Termination for Convenience. SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants as well as any materials furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

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

## **ARTICLE 19. STOP WORK ORDER**

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

## **ARTICLE 20. CLAIMS**

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

## **ARTICLE 21 INSURANCE**

**21A. – The minimum insurance required at contract execution is listed under Section 21A.**

**The insurance in 21A will cover the following services:**

**Project Management; Right of Way Engineering and Surveying Services; Appraisal Services; Appraisal Review Services; Goodwill Appraisal Services; Furniture, Fixture, Machinery and Equipment Appraisal Services; ROW Acquisition and Relocation; Title & Escrow Services; Relocation Services; Utility Relocation Coordinator; Railroad Coordinator**

**SBCTA reserves the right to require higher insurance limits, and project specific insurance as outlined in Section 21B for Property Management; Hazardous Material Removal; Demolition and Clearance Services.**

21A.1 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21A.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 \$6,000,000
- 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.

21A.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

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

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

21A.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary, excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$2,000,000 each occurrence.**

- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
- If the contract value is under \$25,000,000, then the following limits apply:
  - \$2,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 12 19) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage
- If a general aggregate applies, it shall apply separately to this project/location. The contract number must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the 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.

21A.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.



21A.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$2,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21A.1.6 Pollution Liability – Intentionally omitted

21A.1.7 Cyber Liability Insurance. Shall be appropriate to the CONSULTANT’s profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs and 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.

21A.1.8 Railroad Protective Liability.

Intentionally Omitted

**21B. SBCTA may award Contract Task Orders for the following services: Property Management; Hazardous Material Removal; Demolition and Clearance Services. SBCTA reserves the right to require the higher insurance limits for such work as set forth in this Section 21B, and Project Specific Insurance as identified in Section 21.2.11, which coverage will be determined at Contract Task Order execution.**

21B.1 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21B.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.

21B.1.2 Worker's Compensation/Employer's Liability. The policies must include the following:

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

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

21B.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary, excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**. If the contract value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than **\$25,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
- If the contract value is under \$25,000,000, then the following limits apply:
  - \$7,000,000 per occurrence limit for property damage or bodily injury



- \$1,000,000 per occurrence limit for personal injury and advertising injury
- \$7,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 12 19) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage
- If the contract value is over \$25,000,000, then the following limits apply:
  - 25,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$25,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 12 19) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage
- If a general aggregate applies, it shall apply separately to this project/location. The contract number must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the 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.

21B.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
  - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
  - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
  - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
  - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additional insureds or as indemnitees below.

21B.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 limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21B.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.

21B.1.7 Cyber Liability Insurance. Shall be appropriate to the CONSULTANT's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs and 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.

21B.1.8 Railroad Protective Liability.

Intentionally Omitted

21.2. General Provisions – Apply to all contracts -

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

in the state of California, then they must meet the current A.M. Best rating of A-VII or better, unless otherwise approved in writing by SBCTA's Risk Manager.

- 21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 12 19, , to name San Bernardino County Transportation Authority, Caltrans, Cities and/or County as requested, and their officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the 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.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its subconsultants 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 and any additional insured, their directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance

required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured from paying any portion of any CONSULTANT's deductible or SIR.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exceptions of Professional Liability and Worker's Compensation, shall be endorsed with a form at least as broad as ISO Form CG 20 01 04 13 to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the Work. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA twenty-five (25) 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](mailto:insurance@gosbcta.com), to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to a 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 such Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.

- 21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, nor any subconsultant of any tier, of their obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract.
- 21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.11 Project Specific Insurance. All insurance coverage required to be provided by CONSULTANT at Contract Task Order execution, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively and extend to all aspects of the Work, with coverage limits dedicated solely to the Work. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated limits specific to the Scope of Work and identified premiums and meets all requirements described in contract.
- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract



by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change, any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.

- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## ARTICLE 22. INDEMNITY

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

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

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

**ARTICLE 23. ERRORS AND OMISSIONS**

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

**ARTICLE 24. OWNERSHIP OF DOCUMENTS**

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

**ARTICLE 25. SUBCONTRACTS**

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

**ARTICLE 26. RECORD INSPECTION AND AUDITING**

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

**ARTICLE 27. INDEPENDENT CONTRACTOR**

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole



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

#### **ARTICLE 28. ATTORNEY'S FEES**

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

#### **ARTICLE 29. GOVERNING LAW AND VENUE**

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

#### **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

#### **ARTICLE 31. PRECEDENCE**

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

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

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly

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

<b>To CONSULTANT</b>	<b>To SBCTA</b>
<b>5000 Airiport Plaza Drive, Suite 250</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Long Beach, CA 90815</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Vicky Cook</b>	<b>Attn: Tracy Escobedo</b>
<b>Email: <a href="mailto:vcook@transystems.com">vcook@transystems.com</a></b>	<b>Email: <a href="mailto:tescobedo@gosbcta.com">tescobedo@gosbcta.com</a></b>
<b>Phone: (951) 683-2353</b>	<b>Phone: (909) 884-8276</b>
	<b>Copy: Procurement Manager</b>
	<b>Email: <a href="mailto:procurement@gosbcta.com">procurement@gosbcta.com</a></b>

### **ARTICLE 33. DISPUTES**

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

### **ARTICLE 34. GRATUITIES**

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

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

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

### **ARTICLE 36. CONFIDENTIALITY**

See Article 17.

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

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

#### **ARTICLE 38. SAFETY**

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

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

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

#### **ARTICLE 40. ASSIGNMENT**

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

#### **ARTICLE 41. AMENDMENTS**

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

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

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

#### **ARTICLE 43. CONTINGENT FEE**

CONSULTANT warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of

securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE 44. FORCE MAJEURE**

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

#### **ARTICLE 45. WARRANTY**

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

#### **ARTICLE 46. ENTIRE DOCUMENT**

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

#### **ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 48. EFFECTIVE DATE**

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

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

DRAFT

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

**OVERLAND, PACIFIC & CUTLER  
LLC A TRANSYSTEMS COMPANY**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Brian Everett  
President

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

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

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

**APPROVED AS TO FORM**

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

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

**CONCURRENCE**

By: \_\_\_\_\_  
Alicia J. Bullock  
Procurement Manager

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

DRAFT

Attachment: [PDF] Contract 25-1003259 - OPC a TranSystem Company - On-Call Right of Way Services (11388 : Contract Awards for On-Call

**EXHIBIT “A”  
“SCOPE OF WORK”**

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## SCOPE OF WORK

San Bernardino County Transportation Authority (“SBCTA”) is issuing this Request for Proposals for a CONSULTANT to provide **ON CALL RIGHT OF WAY SERVICES** for a period of three (3) years with two (2) one-year options for extension, to be exercised at the sole discretion of SBCTA, on an On Call basis in support of current and future SBCTA projects.

Such services may include, but are not limited to, the following work program:

### A. PROJECT MANAGEMENT

This task covers typical project management services, including the requirements for meetings, schedules, progress reports, and administration of the CONSULTANT work. Depending on the specific project assignment, SBCTA may require additional Project Management services to be performed by CONSULTANT but typical services anticipated at this time include, but are not limited to, the following:

#### 1. Coordination and Meetings

CONSULTANT shall meet with the relevant parties to discuss issues pertinent to the project assignments. CONSULTANT shall participate in project meetings (i.e., Project Development Team (PDT) meetings, Agency coordination meetings, workshops) and be prepared to discuss project status, issues, policy, or procedural issues. CONSULTANT shall bring progress plans as appropriate and assist in developing meeting notices, agenda, minutes and/or handouts as needed.

#### 2. Administration

Administration shall include the following elements:

- Supervise, coordinate, and monitor work for conformance with the appropriate standards and policies
- Apply for and/or assist to obtain City approvals and permits as required
- Prepare, circulate, and file correspondence and memoranda as appropriate
- Maintain project files using the CALTRANS Uniform File System, unless otherwise directed by SBCTA

#### 3. Schedule and Progress Reports

CONSULTANT shall submit an initial Project Schedule for each Contract Task Order assignment. As directed by SBCTA, the schedule shall be tailored for project specific activities as appropriate to track right of way acquisition and project clearance activities from the initial appraisal phase through property possession. Following approval by SBCTA, this schedule will become the Baseline Project Schedule and will be tracked throughout the duration of the project.

As directed by SBCTA, schedule updates will be part of a monthly Progress Report prepared by CONSULTANT that describes the project status, outstanding action items, and/or issues for SBCTA approval. If appropriate and requested by SBCTA, the schedule and/or Progress Report may require updating more frequently.

#### 4. Quality Assurance/Quality Control (QA/QC) Plan

CONSULTANT shall maintain a Quality Assurance/Quality Control Plan throughout term of this Contract. The QA/QC Plan is intended to ensure that the appraisals, maps, reports, plans, studies, estimates, and other documents submitted under this Scope of Services are complete, accurate, checked, and proofread to meet professional standard practices in effect at the time of execution of the Contract.

Upon receipt of the Notice to Proceed (NTP), CONSULTANT shall discuss and explain their plan to provide a reasonable quality control check system and quality assurance program for the contract services described herein following the applicable standard practices in effect at the time of execution of the Contract. Within twenty (20) working days of receiving the NTP, CONSULTANT shall submit a draft copy of the QA/QC Plan for review and approval by SBCTA. If requested by SBCTA, CONSULTANT shall modify and/or revise the QA/QC Plan as needed to appropriately control the project quality program for the contract.

#### 5. Budget Management

Consultant shall manage the budget throughout the term of the Contract Task Order (CTO). Consultant will provide SBCTA on updates of the cost to date of the Contract Task Order and its budget every invoice. An increase in cost or scope needs to be reported to SBCTA and authorized by SBCTA.

#### 6. Legal Requirements

If legal issues exist during CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request a legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.

### **B. RIGHT OF WAY ENGINEERING AND SURVEYING SERVICES**

Right of Way Engineering and Surveying services may include, but are not limited to, the following:

1. CONSULTANT shall provide right of way engineering and field surveying services including, but not limited to, preparing Boundary Maps, Monumentation Maps, Survey control maps, Records of Survey, Lot Line Adjustments, Subdivision maps, Parcel Maps, Appraisal maps, utility potholing information maps, Legal Descriptions & Plats, Certificates of Compliance, as described in the California Government Code Section 66499.35, and other right of way engineering services as directed by SBCTA.
2. CONSULTANT shall prepare Boundary, Monumentation and Survey Control maps showing all parcels and easement boundaries and their relationship to the land net monuments used to define them. In cases where SBCTA is working in conjunction with Caltrans, these maps shall conform to the State's manuals as follows: PLANS PREPARATION MANUAL, the RIGHT OF WAY MANUAL, SURVEYS MANUAL and the DRAFTING MANUAL in regard to content and appearance of said right of way engineering and field surveying products.

3. CONSULTANT shall utilize appropriate land surveying and land title practices to:
- Establish all property and easement boundaries within and overlapping the project area
  - Perform site reconnaissance and monument recovery
  - Establish or reestablish all monumentation required by State law and local regulations
  - File a Record of Survey, or Corner Record as necessary, to comply with the Land Surveyors Act
  - The preparation, filing and associated fees will be the responsibility of CONSULTANT

All data, maps and documents produced by CONSULTANT shall be subject to approval and acceptance by SBCTA's Project Manager. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have seven calendar days to make corrections and return maps and documents to SBCTA. Final acceptance will occur only after the work product has been determined to conform to this documents scope of work and requirements.

4. All surveying and mapping work affecting the State of California Right of Way at any location, or along any route, shall be in accordance with State law and local regulation and the procedures and instructions contained in the Caltrans Right of Way Manual and the Caltrans Surveys Manual (Manual). Additionally, all such work shall be in accordance with the procedures and instructions contained in the Caltrans District 8 Right of Way Engineering Requirements for the Preparation Documents and Maps (Requirements). In the event of conflict, the Requirements shall be controlling. All Right of Way acquisitions by SBCTA with the intent to ultimately convey such acquisitions to the State are considered State right of way acquisitions.
5. CONSULTANT shall appoint a Survey Manager who is a Licensed Land Surveyor or Licensed Civil Engineer, authorized to practice land surveying by the State of California. The Survey Manager will be responsible for all survey related work to be performed by CONSULTANT for SBCTA.
6. Deliverables shall generally consist of electronic files of pertinent reports and documents. Any required electronic mapping, Base map, (Hardcopy), Monumentation map, Appraisal maps, etc., shall be in a format consistent with Microstation File (.DGN). Electronic documents shall be in Microsoft Word format unless otherwise specified by SBCTA. Completed Record of Survey (filed with the County Recorder) shall be formatted at full size for Adobe Acrobat professional (.PDF). A Mylar copy shall also be provided. All survey field notes shall also be in an Adobe Acrobat professional format.
7. If any legal issues exist during the course of an assignment, CONSULTANT shall coordinate with SBCTA who will request a legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.
8. 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.

### C. APPRAISAL SERVICES

Qualifications for ALL appraisal-related services:

- CONSULTANT shall have a minimum five years' experience as full time appraiser
- CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute
- CONSULTANT shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain
- CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association

### D. RIGHT OF WAY APPRAISAL SERVICES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND AGRICULTURAL PROPERTIES

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 SBCTA.
4. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, other consultants and/or Caltrans staff, and to 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 by reason 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 CONSULTANT's responsibility to contact SBCTA's 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 legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.



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.

#### **E. APPRAISAL REVIEW SERVICES**

Appraisal services may include, but are not limited to, the following:

1. When required by SBCTA, CONSULTANT shall examine appraisals prepared by the Residential, Commercial, Industrial, Agricultural and/or Furniture, Fixtures, Machinery and Equipment appraisers.
2. CONSULTANT shall provide Review Appraisal Services based on nationally recognized appraisal standards and techniques, including those established by the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisition and shall ensure compliance 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.), and the California Code of Civil Procedure. Comply with the requirements of the Caltrans Right of Way Manual, when applicable. CONSULTANT's Appraiser must be licensed by the State of California.
3. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions at any Administrative or Judicial proceeding.
4. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, other consultants and/or Caltrans staff, and to participate in office or project site meetings.
5. It is the CONSULTANT's responsibility to contact SBCTA's project engineers for discussion and/or clarification of any project design matters. This is critical in reviewing appraisals of partial acquisitions and easements where engineering data have to be verified.
6. Review Appraiser shall examine appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.
7. If the CONSULTANT is unable to recommend approval of an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain additional appraisal, CONSULTANT may develop appraisal documentation to recommend value.
8. CONSULTANT's Review Appraiser and the CONSULTANT's Appraiser should discuss the appraisal assignment as soon work is assigned. The Review Appraiser and, if practical, the Appraiser should hold at least one field review in order to identify any legal issues that may exist. If any legal issues exist, the Review Appraiser shall request SBCTA to obtain a legal opinion.

9. All legal opinions shall be rendered by SBCTA's legal counsel and the appraisal prepared in accordance therewith.
10. CONSULTANT's Review Appraiser's certification of the recommended value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation. Any damages or benefits to any remaining property shall also be identified in the statement.
11. All reports and deliverables shall generally be transmitted electronically to SBCTA.
12. 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.

## **F. GOODWILL APPRAISAL SERVICES**

Goodwill appraisal services may 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, other consultants and/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 the goodwill compensation provisions 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 I Program and other Federally Funded Programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.



## **G. FURNITURE, FIXTURES, MACHINERY AND EQUIPMENT APPRAISAL SERVICES**

Such appraisal services may include, but are not limited to, the following:

1. CONSULTANT shall prepare appraisals in accordance with the California Code of Civil Procedure; the Uniform Standards of Appraisal Practice (USPAP); 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; and 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.). Appraiser 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 SBCTA.
4. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, other consultants and/or Caltrans staff; participate in office or project site meetings.
5. It is the CONSULTANT's responsibility to contact SBCTA's project engineers for discussion and/or clarification of any project design matters.
6. It is the CONSULTANT's responsibility to contact SBCTA's legal counsel for discussion and/or clarification in identifying personal or real property.
7. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall request a legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.
8. 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.

## **H. RIGHT OF WAY ACQUISITION AND RELOCATION, REAL PROPERTY SEARCHES, IDENTIFICATION AND FEASIBILITY 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, other consultants and/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. All legal opinions shall be rendered by SBCTA's legal counsel.
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.
10. On a project-by-project basis and as needed, CONSULTANT shall assign individuals to key positions such as a Project Manager, an Acquisition/Negotiation Manager, a Relocation Assistance Manager, and a Utilities Relocation Coordinator, none of whom may be replaced without the written consent of SBCTA.

## **I. TITLE AND ESCROW SERVICES**

Title and Escrow Services may include, but are not limited to, the following:

1. At the initiation of the work program, the CONSULTANT shall meet with SBCTA staff regarding SBCTA'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 SBCTA 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 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 any 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 any legal issues exist during the course of CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request legal opinion. All legal opinions shall be rendered by SBCTA's legal counsel.
23. 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.

**J. PROPERTY MANAGEMENT, HAZARDOUS MATERIAL REMOVAL, DEMOLITION AND CLEARANCE SERVICES**

Services may include, but not be limited to, the following:

1. General Property Management Services
  - a) Maintain a Certified Property Manager (CPM) on staff during the full term of the agreement and/or task order as necessary.
  - b) In cases where occupants need to remain in the property prior to relocation, administer temporary lease agreements, which include rent collection, ensure payment of utility bills and maintain decent living conditions for occupants. Prepare, maintain and submit a monthly Rent Collection and Receivables Aging Report.
  - c) Prepare and maintain a monthly Property Inventory Report.
  - d) After occupants have been relocated and properties are vacant, CONSULTANT shall coordinate with SBCTA to appropriately fence and secure properties and prevent trespassers, intruders and vandals from gaining entry to properties.

- e) As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) 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.

## 2. Hazardous Material Removal, Demolition and Clearance

- a) Surveys of buildings, Containers, etc.

The CONSULTANT may be required to provide survey activities. Survey activities may include the surveying and testing, as applicable, of buildings, structures, stored materials, tank contents, soils, water and containers to determine whether hazardous waste or materials are present. The CONSULTANT may also be required to perform environmental site assessment work to confirm that the properties are free and clear of hazardous materials, potentially requiring the on-call team to assist with required environmental assessment and/or site remediation work as directed by SBCTA.

Typical surveys or assessments may include, but not be limited to, inspections for:

- Asbestos containing materials (ACM) in buildings and pipelines
- PCB containing materials in transformers, equipment, containers
- Fuels and other chemicals in tanks, barrels and storage containers
- Review of buildings or structures to determine whether hazardous materials are being used or stored
- The presence of lead paint
- Environmental Assessment (i.e., Phase 1, Phase 2)
- Only when requested will a Certified Industrial Hygienist (CIH) be utilized for survey plans and work. Requests for a CIH will be through the project or task order process. When surveys are included in a task order, survey activities as well as results shall be included as a report or as part of the Site Investigation Report.
- Soil
- Groundwater

- b) Removal and Disposal of Asbestos and Lead Paint

This work shall consist of identifying, quantifying, removing and disposing of materials containing friable and/or non-friable asbestos prior to the demolition of improvements and obtaining all necessary licenses, permits, certification and other documents needed for the work. No grinding equipment that may expose asbestos containing materials may be used.

CONSULTANT shall prepare a plan presenting the methods for removing, handling, transporting and disposing of friable or non-friable asbestos. Prior to submittal to the Project Manager, the local Air Quality Management District must approve the plans for friable asbestos. The submittal of these plans to the Southern California Air Quality Management District (SCAQMD) must occur at least 14 days prior to the start of work. This plan shall include identification of all Environmental Protection Agency (EPA) and Occupational Safety

and Health Administration (OSHA) licenses, permits and certifications required for asbestos abatement work, removal, handling and transport.

All asbestos work and lead paint removal shall conform to federal, state and local laws governing the identification, preparation, safety, monitoring, signing, fencing, removing, and hauling of friable and non-friable asbestos, as well as the workers and equipment employed, and shall supply copies of information on all applicable licenses, permits, and notifications required by applicable laws and regulations.

In cleaning sites that involve asbestos removal, CONSULTANT must be properly licensed for such work. CONSULTANT shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for asbestos abatement work. The CONSULTANT shall be provided with an asbestos report prior to starting the job and will be required to provide the SBCTA manager with copies of all documents required for abatement and certification at the conclusion of the removal and disposal of asbestos.

CONSULTANT shall use a California Uniform Hazardous Waste Manifest, which will be signed by the Project Manager or his designee. Project Manager will supply the EPA Generator number for the CONSULTANT if necessary.

CONSULTANT shall use hazardous waste haulers having current registration with the California Department of Health Services (CDOHS), and shall have a U.S. EPA Identification Number (US EPA ID Number). All vehicles used to transport hazardous waste shall have a valid Certificate of Compliance affixed to the vehicle.

Asbestos containerized for transportation to a disposal site shall be appropriately labeled. CONSULTANT shall pay any disposal site charges.

Non-friable asbestos containing material is to be considered hazardous waste. CONSULTANT shall take precautions during removal that it remains wet, breakage is minimized, minimal visual emissions are allowed and it is not physically altered or powdered to result in the release of free asbestos fibers.

If the CONSULTANT discovers any asbestos containing material or other hazardous waste not noted in the report provided by SBCTA, the CONSULTANT must stop work. The CONSULTANT must call the Project Manager and should give an estimate of cost for this unforeseen work. Said materials will be removed only after approval in writing by the Project Manager. The removal of unforeseen asbestos will comply with the requirements pertaining to removal and disposal of asbestos.

c) Hazardous and/or Toxic Waste or Materials

CONSULTANT shall immediately notify the Project Manager upon encountering any type of hazardous and/or toxic wastes or materials during the demolition and removal process. Project Manager will request an immediate site investigation by SBCTA's designated consultant.



Should it become necessary to terminate the demolition and removal process, CONSULTANT shall be compensated only for work in progress or actually completed. The amount of such compensation is to be determined by the Project Manager. No payment shall be made for delay or lost profits anticipated for uncompleted work.

Failure of the CONSULTANT to notify SBCTA of the presence of hazardous and/or toxic wastes or materials may result in legal liability to the CONSULTANT for all actual damages resulting to SBCTA.

d) Demolition and Clearance

CONSULTANT may be required to provide related demolition and clearance services, including but not limited to, demolition and clearance, removal of walls, fences, trees and shrubs, weed abatement, asbestos and lead based paint removal and disposal, site remediation of hazardous materials, and fencing or securing of subject properties within 24 hours of Task Order execution. CONSULTANT shall work through a Demolition Contractor who shall furnish all labor, tools, materials and equipment necessary to provide routine and/or emergency demolition and clearance services for residential, commercial and industrial properties. In the performance of this task, CONSULTANT shall at all times comply with all applicable laws, decisions, ordinances, statutes, rules, and regulations of the U.S. Government, the state of California, and any political subdivision or public authority thereof, including without limitation, tax, labor, prevailing wage, safety, security and social security laws and regulations. In addition, CONSULTANT shall perform the services there under in a manner so as not to endanger the safety or any person and property.

CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices necessary for the due and lawful performance of work. CONSULTANT shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

CONSULTANT shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract.

CONSULTANT shall protect from damage all existing improvements and utilities near the work site and on adjacent property owned by a third party, the locations of which are made known to or should be known by the CONSULTANT. CONSULTANT shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the CONSULTANT fails or refuses to repair the damage promptly, SBCTA may have the necessary work performed and charge the cost to the CONSULTANT.

e) Demolition and Clearance Special Provisions

All materials resulting from provision of demolition and clearance services shall become the property of the Demolition Contractor and shall be removed from the premises. Hazardous materials shall be disposed of in accordance with appropriate laws and regulations including



OSHA Construction Standard (29 CFR1926.1101) and EPA National Emission Standards for Hazardous Air Pollutants (NESHAP 40 CFR subpart M).

Sewer capping shall be the first order of work. CONSULTANT shall disconnect and cap sewer lines at the property line or back of sidewalk. All sewer capping shall be subject to inspection by the responsible agency. CONSULTANT shall notify the responsible agency a minimum of 24 hours prior to capping the sewer. The excavation resulting from the sewer cap operation shall be covered until inspection by the responsible agency and immediately backfilled after inspection. CONSULTANT or his representative shall be on the site at the time the responsible agency inspects the sewer cap. Prior to starting demolition operations, CONSULTANT shall contact utility companies to verify the location of their service lines to be protected in place and/or verify removal of their service lines.

Prior to starting demolition operations adjacent to any public way, CONSULTANT shall erect a protection fence. A protection fence will not be necessary when the distance from the improvement to the public way is more than one-half the height of the improvement being demolished.

Where a protection fence is erected on a public sidewalk, a pedestrian walkway shall be provided. The walkway and sidewalk shall meet the Code requirements established by the City/Jurisdiction where the project is located. The required width of the walkway shall be unobstructed.

No structural member in any level shall be demolished or removed until the level next above is completely removed, excepting Class "A" masonry and/or concrete improvements, subject to the approval of the responsible agency.

The cleaning of brick on the site is prohibited. CONSULTANT shall break the floor of and fill all basements, pits, and sumps and backfill all excavations resulting from the removal operations.

CONSULTANT shall not proceed from one item of work to the next until the previous item is in non-hazardous condition and all combustible material has been removed.

CONSULTANT shall clear and grub all trees, shrubs and vegetation unless otherwise specified in a task order. Tree removal shall include removing the major root ball and backfilling the resulting excavations.

CONSULTANT shall not remove fencing adjoining improved property unless instructed to do so by the Project Manager.

Unless specifically stated otherwise in these provisions, SBCTA assumes no responsibility for conditions not evident at the time of bid openings or for subsequent change or damage of any nature to the improvements not within the control of the SBCTA.

The Project Manager reserves the right to remove such items from the improvements as deemed suitable before directing CONSULTANT to begin demolition operations.

f) Workmanship

The workmanship shall be in conformance with the building codes of the state, county, and city in which the work is being done. CONSULTANT shall conduct operations in such a manner as to cause the least obstruction and/or inconvenience to the surrounding tenants and/or property owners.

It is the CONSULTANT's responsibility to notify the Project Manager to have all work inspected within 24 hours of work completion for final inspection of work. CONSULTANT shall leave each work site in a clean and neat condition, and shall haul away and legally discard any materials or debris caused by work actions from the job site, at no additional cost.

g) Coordination of Work with other SBCTA consultants.

As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work (e.g., perform soil testing, environmental clean-up) 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.

h) Estimated Time of Completion

Precise time frame for completion of work will be specified in the task order to be issued upon award of work. The exact time frame will depend on the volume and type of work, typically within 45 calendar days, including Southern California Air Quality Management District (SCAQMD) notification.

## **K. RELOCATION SERVICES**

The 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 ROW 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 displacee 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 ROW 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 displacees who will remain in occupancy that they are responsible for maintenance of the property until they vacate.
6. Describe grace period, if any, for businesses renting from SBCTA in the rental agreement.

#### **L. UTILITY RELOCATION COORDINATOR**

CONSULTANT shall provide a Utility Relocation Coordinator with knowledge and experience with Local, State, and Federal laws, policies, and procedures that deal with Utility Relocation to verify utilities, identify utility conflicts, coordinate utility relocation, and manage and track billings related to these activities for utilities in physical conflict or in violation of the Department's utility accommodation policy for transportation projects. Additionally, the Utilities' Relocation Coordinator shall be knowledgeable in liability determination for cost of utility relocation by understanding and using Master Contracts between Caltrans and utility companies, State Streets and Highways Code, and statutes relating to the Department of Transportation. Services may include, but are not limited to, the following:

1. CONSULTANT shall establish files that document action taken or recommended.
2. Prepare estimates based on possible relocations. Update and revise the estimates when necessary.
3. Identify and verify all utility facilities lying within existing and proposed rights of way.
4. Coordinate all positive location requirements for all high/low risk utility facilities within the project limits.
5. Coordinate avoidance and relocation of facilities.
6. Assist in preparing and/or reviewing: encroachment exception requests, high/low risk policy exceptions, FHWA Request for Authorization packages, FHWA Approval of Utility Agreement, portions of the Right of Way Data Sheets, portions of the ROW Certification document.
7. Prepare Notices to Owners, Utility Agreements, and Encroachment Permits.
8. Verify relocation billings and process for payment when acceptable.

#### **M. RAILROAD COORDINATOR**

On an as-needed basis, CONSULTANT shall provide a railroad coordinator to lead the efforts required to provide clearance between the subject railroad and other agencies to perform design and construction activities. Other agencies may consist of SBCTA, Caltrans, and/or cities. Services may include, but are not limited to, the following:

1. Coordinate with PM, SBCTA, and other agencies.
2. Schedule and coordinate meetings with the various agencies and the railroad.
3. Develop a schedule of activities required for clearance.
4. Monitor the activities and action items and report this to the right of way project manager regularly.
5. Prepare required documentation.

DRAFT

## *Minute Action*

AGENDA ITEM: 14

**Date:** *March 5, 2025*

**Subject:**

State Route 18 Median Widening and Re-Profiling Project Release Request for Proposals and Caltrans Cooperative Agreement

**Recommendation:**

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

A. Authorize the Executive Director, or his designee, to execute Cooperative Agreement No. 25-1003239 with the California Department of Transportation (Caltrans) for the Project Approval/Environmental Document phase for the State Route 18 Median Widening and Re-Profiling Project (Project), which designates SBCTA as the implementing agency and Caltrans as the oversight agency.

B. Authorize the release of Request for Proposals No. 25-1003240 for Professional Services for the preparation of the Project Approval/Environmental Document for the Project.

**Background:**

State Route 18 (SR-18) is designated as an “Interregional Road System” in the California Department of Transportation (Caltrans) 2021 Interregional Transportation Strategic Plan (ITSP). SR-18 is widely recognized as a critical linkage for goods movement and provides access to and links between economic centers, major recreational areas, and urban and rural regions.

The SR-18 corridor is a 115-mile route that traverses different areas and communities that have varying land uses and travel demand patterns. Within Los Angeles (LA) County and the Caltrans District 7, the SR 18 corridor continues for 4.5 miles and terminates at its intersection with State Route 138 (SR-138). Within San Bernardino (SB) County and Caltrans District 8, SR-18 is approximately 110 miles long, beginning at the intersection with State Route 210 (SR-210) and terminating at the LA/SB County Line. The corridor varies from a two to four-lane conventional highway with a terrain varying from mountainous, rolling, to flat, depending on the location.

SR-18 provides the main connection for the mountain communities, such as Crestline, Lake Arrowhead, Cedar Glen, Running Springs, Green Valley Lake, and the City of Big Bear Lake. The route also provides the primary east-west corridor connecting the unincorporated community of Lucerne Valley, the Town of Apple Valley, the City of Victorville, and the City of Adelanto. SR-18 is also a heavily used route between Palmdale and Victorville due to its connection to SR-138.

The proposed SR-18 Median Widening and Re-Profiling Project (Project) is located in both LA County and SB County. The Project limits in LA County are from 1.1 miles east of SR-138 to the LA/SB County Line and in SB County are from LA/SB County Line to US 395 in the Cities of Adelanto and Victorville, a length of approximately 18.4 miles. Within the Project limits, SR-18 is a two-lane conventional highway with a rolling and flat terrain.

The Project spans various land uses in Victorville, Adelanto, SB County, and LA County. In Victorville, the land uses include commercial areas, high-density residential zones, low-density residential neighborhoods, very low-density residential areas, and office/professional spaces. Adelanto primarily features single-family homes, high-density residential zones, and

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

March 5, 2025

Page 2

commercial properties. In SB County, the land uses encompass single-family residential areas, rural living, commercial spaces, and industrial zones; and the relevant part of LA County is predominantly characterized by extensive agricultural land use.

A Caltrans Project Initiation Document is anticipated to be approved by Caltrans in late February, authorizing the Project to move forward to the Project Approval/Environmental Document (PA/ED) phase.

On July 3, 2024, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the prioritization of the Project in the 2025 Update to the SBCTA 10-Year Delivery Plan.

As the Project is progressing to the PA/ED phase, a cooperative agreement with Caltrans is required to define roles, responsibilities, and funding commitments for the PA/ED phase. Under Cooperative Agreement No. 23-1003239, SBCTA would be the implementing agency for the PA/ED phase with Caltrans providing oversight at no cost to the Project.

Since SBCTA will be the implementing agency, a Request for Proposals (RFP) is required to provide Professional Services for the PA/ED phase. SBCTA Measure I Victor Valley Major Local Highway Projects Program funds will be used to cover the cost of these services.

**Financial Impact:**

The Project will be included in the proposed Budget for Fiscal Year 2025/2026 and funded with Measure I funds in Program 40, Project Delivery.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on February 21, 2025. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item, the draft cooperative agreement, and the draft request for proposals.

**Responsible Staff:**

Sal Chavez, Project Delivery Manager

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:





Agreement No. 08-1794  
 Project No.: 082000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 08-LA-018-0.0/3.4  
 SBCTA Contract No. 25-1003239

## COOPERATIVE AGREEMENT COVER SHEET 10

### Work Description

WORK WILL INVOLVE WIDENING TO ADD A CENTER MEDIAN AND LEFT/RIGHT TURN LANES AT SELECTED INTERSECTIONS, REPROFILING THE SR-18 MAINLINE AT APPROPRIATE LOCATIONS, CONSTRUCTING A CLASS II BIKE LANE, RECONSTRUCTING ADA ELEMENTS AND INSTALLING NEW MIDWEST GUARDRAIL SYSTEM (MGS) FROM 1.1 MILES EAST OF STATE ROUTE 138 (SR-138) TO US 395 ON STATE ROUTE 18 (SR-18) IN SAN BERNARDINO AND LOS ANGELES COUNTIES

### Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

#### CALTRANS

Touhida Haider, Project Manager  
 464 W. Fourth Street  
 San Bernardino, CA 92401  
 Mobile Phone: (909) 501-5863  
 Email: touhida.haider@dot.ca.gov

#### SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Sal Chavez, Project Delivery Manager  
 1170 W. Third Street  
 San Bernardino, CA 92410  
 Office Phone: (909) 884-8276  
 Mobile Phone: (951) 204-8073  
 Email: schavez@gosbcta.com

Agreement No. 08-1794 | 07-LA-018 and 08-SBD-018 | EA: 08-1L550

Agreement No. 08-1794  
 Project No.: 082000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 08-LA-018-0.0/3.4  
 SBCTA Contract No. 25-1003239

## Table of Contents

COOPERATIVE AGREEMENT COVER SHEET 10	1
Work Description	1
Contact Information	1
CALTRANS	1
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY	1
COOPERATIVE AGREEMENT	4
RECITALS	4
RESPONSIBILITIES	5
Sponsorship	5
Implementing Agency	5
Funding	6
CALTRANS' Quality Management	6
CEQA/NEPA Lead Agency	7
Environmental Permits, Approvals and Agreements	7
Project Approval and Environmental Document (PA&ED)	7
California Environmental Quality Act (CEQA)	8
National Environmental Policy Act (NEPA)	9
Schedule	10
Additional Provisions	10
Standards	10
Noncompliant Work	11
Qualifications	11
Consultant Selection	11
Encroachment Permits	11
Protected Resources	11
Disclosures	12
Hazardous Materials	12

Agreement No. 08-1794  
 Project No.: 0820000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 SBCTA Contract No. 25-1003239

Claims	13
Accounting and Audits	13
Interruption of Work	13
Penalties, Judgments and Settlements	14
Project Files	14
GENERAL CONDITIONS	14
Venue	14
Exemptions	14
Indemnification	15
Non-parties	15
Ambiguity and Performance	15
Defaults	16
Dispute Resolution	16
Prevailing Wage	16
SIGNATURES	18

Agreement No. 08-1794  
 Project No.: 082000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 SBCTA Contract No. 25-1003239

## COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public entity, referred to hereinafter as SBCTA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

### RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *work will involve widening to add a center median and left/right turn lanes at selected intersections, reprofiling the SR-18 mainline at appropriate locations, constructing a Class II bike lane, reconstructing ADA elements and installing new Midwest Guardrail System (MGS) from 1.1 miles east of State Route 138 (SR-138) to US 395 on State Route 18 (SR-18) in San Bernardino and Los Angeles Counties*, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

- PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

Agreement No. 08-1794  
 Project No.: 082000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 SBCTA Contract No. 25-1003239

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
  - SBCTA is developing the Project Initiation Document (PID), which is expected to be approved on February 10, 2025.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.  
  
PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.
9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

### **Implementing Agency**

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.
  - SBCTA is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.  
  
PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).
11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

Agreement No. 08-1794  
 Project No.: 082000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 SBCTA Contract No. 25-1003239

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

### **Funding**

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.
14. Each PARTY is responsible for the costs they incur in performing the WORK.

### **CALTRANS' Quality Management**

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA), environmental document quality control, and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

16. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

18. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in Chapter 38 of the Standard Environmental Reference (SER), available at <https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/volume-1-guidance-for-compliance/ch-38-nepa-assignment>. This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

19. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

20. SBCTA, including any employee, agent, consultant or sub-consultant retained by the SBCTA, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a

Agreement No. 08-1794  
 Project No.: 0820000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 SBCTA Contract No. 25-1003239

manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-a11y.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.

- 21. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

**CEQA/NEPA Lead Agency**

- 22. CALTRANS is the CEQA Lead Agency for the PROJECT.
- 23. CALTRANS is the NEPA Lead Agency for the PROJECT.

**Environmental Permits, Approvals and Agreements**

- 24. SBCTA will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to SBCTA's responsibilities in this AGREEMENT.
- 25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
- 26. It is expected that the PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404 US Army Corps of Engineers
401 Regional Water Quality Control Board
1602 California Department of Fish & Wildlife
NPDES Storm Water Permit from Caltrans
NPDES Construction General Permit from Caltrans

**Project Approval and Environmental Document (PA&ED)**

- 27. As the PA&ED IMPLEMENTING AGENCY, SBCTA is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
- 28. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
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Agreement No. 08-1794  
 Project No.: 082000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 SBCTA Contract No. 25-1003239

100.10.10.xx Quality Management
165.15.15.xx Essential Fish Habitat Consultation
165.15.15.xx Section 7 Consultation
165.25.25 Approval to Circulate Resolution
175.20 Project Preferred Alternative
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval
180.10.05.45 Section 7 Consultation
180.15.05 Record of Decision (NEPA)
180.15.10 Notice of Determination (CEQA)

29. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.
30. SBCTA will provide written notice of the initiation of environmental studies to the CEQA and NEPA Lead Agencies prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

31. Environmental documentation will be prepared in compliance with the California Public Resources Code §§ 21080.3.1(d)(e). CALTRANS will provide, and SBCTA will use, a letter template and a list of California Native American tribes requesting notification. SBCTA will prepare consultation documentation for CALTRANS' signature and transmittal in compliance with the statutorily required time frames.
32. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
33. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.
34. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
35. SBCTA will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.
36. The CEQA Lead Agency will attend all CEQA-related public meetings.
37. SBCTA will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

Agreement No. 08-1794  
 Project No.: 082000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 SBCTA Contract No. 25-1003239

If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow SBCTA to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date. The CEQA Lead Agency has final approval authority over all CEQA documentation.

38. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

39. Pursuant to Chapter 3 of Title 23, United States Code, Sections 326 and 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, is responsible for the review, comment, and approval of all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

40. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Toolkit (available at <http://environment.fhwa.dot.gov/index.asp>) and the CALTRANS Standard Environmental Reference.
41. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final

Agreement No. 08-1794  
 Project No.: 082000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 SBCTA Contract No. 25-1003239

environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.

42. SBCTA will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. SBCTA will submit all notices to the NEPA Lead Agency for review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

43. The NEPA Lead Agency will attend all NEPA-related public meetings.
44. SBCTA will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.
45. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

46. SBCTA will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency's approval of the environmental document.

### **Schedule**

47. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

### **Additional Provisions**

#### **Standards**

48. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

Agreement No. 08-1794 | 07-LA-018 and 08-SBD-018 | EA: 08-1L550

Agreement No. 08-1794  
 Project No.: 082000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 SBCTA Contract No. 25-1003239

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

#### Noncompliant Work

49. CALTRANS retains the right to reject noncompliant WORK. SBCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

#### Qualifications

50. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

#### Consultant Selection

51. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

#### Encroachment Permits

52. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide encroachment permits to SBCTA at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
53. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

#### Protected Resources

54. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Agreement No. 08-1794  
 Project No.: 0820000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 SBCTA Contract No. 25-1003239

Disclosures

55. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

56. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

57. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

58. If HM-1 or HM-2 is found, the discovering PARTY will immediately notify all other PARTIES.
59. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

60. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

61. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

Agreement No. 08-1794 | 07-LA-018 and 08-SBD-018 | EA: 08-1L550

Agreement No. 08-1794  
 Project No.: 082000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 SBCTA Contract No. 25-1003239

SBCTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and SBCTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. SBCTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

62. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

#### Claims

63. SBCTA may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.
64. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
65. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

#### Accounting and Audits

66. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
67. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

#### Interruption of Work

68. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.



Agreement No. 08-1794  
 Project No.: 082000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 SBCTA Contract No. 25-1003239

69. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgments and Settlements

70. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
71. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
72. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

73. SBCTA will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. SBCTA will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

**GENERAL CONDITIONS**

74. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

**Venue**

75. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

**Exemptions**

76. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).



Agreement No. 08-1794  
 Project No.: 082000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 SBCTA Contract No. 25-1003239

### **Indemnification**

77. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
78. Neither SBCTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

### **Non-parties**

79. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
80. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

### **Ambiguity and Performance**

81. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

82. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Agreement No. 08-1794  
 Project No.: 082000097  
 EA: 08-1L550  
 08-SBD-018-100.9/115.9  
 SBCTA Contract No. 25-1003239

### **Defaults**

83. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

### **Dispute Resolution**

84. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

85. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

### **Prevailing Wage**

86. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

Agreement No. 08-1794  
Project No.: 0820000097  
EA: 08-1L550  
08-SBD-018-100.9/115.9  
SBCTA Contract No. 25-1003239

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

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Agreement No. 08-1794  
Project No.: 082000097  
EA: 08-1L550  
08-SBD-018-100.9/115.9  
SBCTA Contract No. 25-1003239

**SIGNATURES**

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA DEPARTMENT  
OF TRANSPORTATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Catalino A. Pining III  
District 8 Director

\_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

**Verification of Funds and Authority:**

\_\_\_\_\_  
Corina Harriman  
District 8 Budget Manager

\_\_\_\_\_  
Julianna K. Tillquist  
General Counsel, SBCTA

**Certified as to financial terms and policies:**

\_\_\_\_\_  
Darwin Salmos  
HQ Accounting Supervisor

\_\_\_\_\_  
HQ Legal Representative  
HQ Legal Rep Title

## **ATTACHMENT A - SCOPE OF WORK**

### **SR-18 Median Widening and Reprofilng Project**

The San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the preparation of Project Approval/Environmental Document (PA/ED) for the State Route 18 (SR 18) Median Widening and Re-Profilng Project (“PROJECT”) from 3.4 miles west of the Los Angeles County line to United State 395 (US 395), in the County of Los Angeles and San Bernardino County.

The Los Angeles County Metropolitan Transportation Authority (Metro) and San Bernardino County Transportation Authority (SBCTA), in cooperation with the California Department of Transportation (Caltrans) Districts 7 and 8, plans to improve the east-west multi-modal mobility, safety and operations along SR-18 Corridor in Los Angeles (LA) and San Bernardino (SBd) Counties.

The project includes a No-Build Alternative (Alternative 1) and a Build Alternative (Alternative 2). It is classified as a category 4B Project as per Project Development Procedures Manual (PDPM).

The project is anticipated to proceed to the PA/ED phase after the approval of the Project Study Report - Project Development Support (PSR-PDS) report. It is anticipated that an Initial Study with Mitigated Negative Declaration (IS/MND) is the anticipated environmental document (ED) under the California Environmental Quality Act (CEQA) and a Routine Environmental Assessment (EA) with Finding of No Significant Impact (FONSI) is the anticipated ED under the National Environmental Policy Act (NEPA). The construction period has not been currently determined.

SBCTA is the project sponsor along with Metro as a funding partner. SBCTA and Caltrans District 8 have an executed Cooperative Agreement (08-1717) for the PSR-PDS phase. Subsequent Cooperative Agreements will be needed for PA/ED phases of the project. Funding for the PA&ED phase is expected to be partially provided by SBCTA and Metro funding sources. Funding sources for the final design, right of way, and construction will be determined during the PA&ED phase, but state and/or federal funds could be utilized. As such, the PA/ED shall comply with applicable state and federal requirements.

The SR-18 improvement project is currently included in the Southern California Association of Governments (SCAG) 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) planned network.

#### **I. APPLICABLE STANDARDS**

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

## II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PA/ED for the Project.
- C. The deliverables list for the PA/ED phase will be refined during the Project Development Team (PDT) meeting. Not all deliverables listed in this attachment may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. The design 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 with 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 including project percent complete and earned value. CONSULTANT shall manage the contract budget and shall provide a monthly report including Earned Value and Estimate at Completion.
- K. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

### III. ASSUMPTIONS

- A. The Consultant will develop and evaluate up one-build and one no-build alternatives to address the deficiencies of the Project study area, including the benefits and impacts of the proposed improvements for each alternative.
- B. There may be up to four meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.
- C. 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.
- D. Assume one SBCTA peer review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.
- E. The National Environmental Policy Act (NEPA) Environmental Document is assumed to have a Finding of No Significant Impacts (FONSI).
- F. The California Environmental Quality Act (CEQA) Environmental Document is assumed to be CEQA Initial Study and Mitigated Negative Declaration (MND).
- G. Assume lead and asbestos testing of the soils, structures and paint is required.
- H. Assume the no structure improvements at the existing bridge over the Union Pacific Railroad (Bridge Number 52-2331) are anticipated.
- I. Assume a Design Standard Decision Document (DSDD) will be prepared approved during the PA/ED phase
- J. Assume District 8 level Geometric Approval Drawings (GADs) will be required during the PA/ED Phase.



#### IV. SCOPE OF SERVICES

CONSULTANT will prepare a PA/ED in accordance with CALTRANS Guidelines and Procedures, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). All deliverables will be provided electronically for SBCTA, Metro, and Caltrans project records.

CONSULTANT 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.

##### **1.100.15 PROJECT MANAGEMENT**

###### **1.100.15 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*

###### **1.100.15-1 Coordination and Meetings**

CONSULTANT will be responsible for overall project management, liaison with Caltrans and other affected agencies, and progress monitoring and maintenance of PROJECT files.

CONSULTANT will supervise, coordinate, monitor and review project for conformance with Caltrans and County standards, policies, and procedures. CONSULTANT will develop a project schedule for delivery of major milestones of the PA/ED (Begin Environmental, Circulate ED, and PA/ED), Design and Construction. An 18-month schedule is anticipated for scoping purposes. CONSULTANT will attend a kick-off meeting, lead monthly Project Development Team (PDT) meetings, coordinate with sub-consultants as needed, coordinate with the Caltrans, utility companies, and all other pertinent stakeholders as needed. 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:

- *Monthly (24) PDT Meetings Notices, Agendas, Handouts/Exhibits, and Minutes*
- *Two (2) Stakeholder Meetings and Presentations*
- *Project Baseline Schedule*
- *Deliverables Matrix*
- *Monthly Progress Reports and Invoices*

1.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews.

CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns.

CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in electronic format.

CONSULTANT Project Manager will prepare and implement a Quality Management Plan (QMP). CONSULTANT will prepare a responsibilities matrix outlining responsibilities of independent Quality Control on respective tasks within this scope of work herein. Refer to Chapter 5, Article 9 of the PDPM Appendix S for general guidance on the Quality Management Plan. The CONSULTANT will be responsible for incorporating SBCTA's Quality Assurance Plan and confirming that all the processes and procedures are met and incorporated into the CONSULTANT'S Quality Management Plan.

Deliverables:

- *Project Schedule Updates*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*
- *Project Management Plan/Communication Plan*

1.100.15-3 Risk Assessment

CONSULTANT will prepare the Risk Register in accordance with PDPM Appendix S. Since the reduced amount of data that is required for the PA/ED transfers risks to future phases and it is important to identify the risk, define the probability, define the severity, identify who or what the risk will impact, and identify the ownership of the risk. CONSULTANT will coordinate with the SBCTA, Caltrans, and project team members to jointly identify, assess, quantify, prepare a response to, monitor, and control capital project risks within the Risk Register. Potential risks will be evaluated and discussed by the PDT, and ownership of the risks will be identified. CONSULTANT will summarize

project risks in the PA/ED.

Deliverables:

- *Risk Assessment Matrix*
- *Summary of Risks in the PA/ED*

## **2-160 PERFORM PRELIMINARY ENGINEERING & DRAFT PROJECT REPORT**

### 2-160.05 Review Updated Project Information

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

Deliverables:

- *Project Records Files*

### 2-160.10 Engineering Studies

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

#### 2-160.10-05 Refine Project Alternative

CONSULTANT shall evaluate project alternatives and variations and develop refinements to improve conformance to standards, minimize impacts to Right of Way, and improve constructability.

#### 2-160.10.10 Traffic Studies

CONSULTANT shall collect and analyze relevant travel-demand and travel forecast data to generate traffic forecasts to be used in the traffic operational analysis. If appropriate, CONSULTANT shall perform supplemental traffic forecasting and modeling. Future traffic projections should include data for intersections, highway mainline, and interchange ramps. Utilizing traffic forecasts, CONSULTANT shall perform a traffic capacity/operational analysis for each build alternative. The traffic operational analysis criteria to be used shall include, but not be limited to, levels of service, vehicle miles travelled, vehicle hours travelled, average speeds, and delay. The traffic operational analysis shall consider traffic control measures such as ramp metering and intelligent

transportation systems. CONSULTANT shall prepare a traffic report that includes traffic information and analysis for current year, opening year, and a design horizon year.

Deliverables:

- *Traffic Studies*
  - *Draft/Final Traffic Forecasting and Analysis Assumptions and Methodologies Memorandum*
  - *Draft/Final Traffic Volumes Report*
  - *Draft/Final Traffic Operations Analysis Report*

2-160.10.15 Geometric Plans for Project Alternative

CONSULTANT shall prepare Geometric Plans for Project Build Alternative. This includes horizontal and vertical alignments, cross sections, typical sections, utility plans, and construction staging/detours plans.

Deliverables:

- *Geometric Plans for Project Build Alternative.*

2-160.10.20 Value Analysis

CONSULTANT shall conduct prepare a Value Analysis (VA) study to comply with Caltrans requirements. VA studies identify and evaluate alternative project solutions and provide recommendations to decision-makers. The list of VA Study participants will be developed by CONSULTANT and SBCTA. Once the Draft report has been reviewed by the project stakeholders, an implementation meeting will be conducted to resolve the disposition of the VA Alternatives presented in the report.

Deliverables:

- *Value Analysis Report*

2-160.10.25 Hydraulics/Hydrology Studies

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

Deliverables:

- *Preliminary Drainage Report (Hydrology Report)*

## 2-160.40 Right of Way (ROW) Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for each build alternative. This task shall include preliminary utility location work which includes, but not limited to, review of utility as-build plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

### Deliverables:

- *ROW Data Sheets*

## 2-160.10.45 Utility Locations Determined for Preliminary Engineering

CONSULTANT shall perform all activities needed for Utility Locations Determined for Preliminary Engineering per Caltrans ROW manual and other requirements.

### Deliverables:

- *Utility Relocation Estimate*
- *Utility correspondence*

## 2-160.10.55 Multi-Modal Study (If required)

CONSULTANT shall prepare Multi-modal Study. This review should address temporary construction and permanent impacts as well as possible improvements to Pedestrian, Bicycle, and Transit facilities.

### Deliverables:

- *Draft / Final Multi-Modal Study*

## 2-160.10.80 Geotechnical Studies

CONSULTANT shall prepare a Preliminary Foundation Report (PFR), Preliminary Geotechnical Design Report (PGDR), and Preliminary Materials Report (PMR). Preliminary Materials Report which shall provide recommendations for pavement structure recommendations, pavement type, proposed pavement design life and corrosion studies if culverts are proposed. Results of this assessment will be used as basis for estimating project construction costs.

### Deliverables:

- *Preliminary Foundation Report, if applicable*
- *Preliminary Geotechnical Design Report*
- *Preliminary Materials Report*

### 2-160.10.85 Structures Advance Planning Study (APS), if applicable

CONSULTANT shall prepare an APS which shall evaluate the type of structures that are suited for the site, identify the scope of work related with each structure type and develop a cost associated with each structure type. Up to 3 structure types are anticipated to be investigated. The APS will follow the Office of Special Funded Projects (OSFP) Information and Procedures Guide Chapter 3, Section 2-2 and will include an APS checklist, Design Memo, and an Itemized Cost Estimate.

#### Deliverables:

- *Advance Planning Study*
- *APS Checklist*
- *Design Memo*
- *Itemized Cost Estimate*

### 2-160.10.95 Preliminary Transportation Management Plan (TMP)

CONSULTANT shall prepare the Preliminary TMP per the latest Caltrans guidelines and requirements.

#### Deliverables:

- *Draft and Final TMP*

### 2-160.15 Draft Project Report

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

#### Deliverables:

- *Draft Project Report*

### 2-160.15.05 Cost Estimates for Alternatives

CONSULTANT shall prepare the Cost Estimates (11-page format) for each alternative for the Draft Project Report per the latest Caltrans guidelines and requirements.

#### Deliverables:

- *Cost Estimate (11-page format)*

### 2-160.15.10 Design Standard Decision Document (DSDD)

CONSULTANT shall prepare the DSDD for both mandatory and advisory standards. The report will be prepared per the latest Caltrans guidelines and requirements. It is assumed that there is only one build alternative, so the DSDD can be drafted once the geometrics are defined for the PA/ED phase.

#### Deliverables:

- *Draft and Final Fact Sheets for Exceptions to Design Standards (Mandatory and Advisory)*

### 2-160.15.25 Draft Project Report Circulation Review and Approval

CONSULTANT shall circulate the DPR for review and comment. CONSULTANT shall address and incorporate Caltrans and SBCTA comments into the Final Project Report.

#### Deliverables:

- *Final Project Report*

### 2-160.15.99 Stage Construction Concept

CONSULTANT shall prepare stage construction concept to be included in the Project Report.

#### Deliverables:

- *Draft and Final Stage Construction Exhibit*

### 2-160.45 Geometric Approval Drawings (GADs), Base Maps and Plan Sheets for PA/ED Development

CONSULTANT shall prepare the geometric approval drawings (GADs) for the preferred build alternative. GADs shall include horizontal and vertical alignments, cross sections, and typical sections. Preparation of the GADs shall be performed in close coordination with Caltrans Design staff. CONSULTANT will be responsible for completion and approval of the GADs by Caltrans in a manner where there is sufficient time to proceed with the circulation of the Environmental Document and approval of the Project Report within the project schedule.

#### Deliverables:

- *Draft / Final GADs*
- *Plans Sheets for PA/ED*



### **3.165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT**

#### **2-165.10 General Environmental Studies**

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

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans Standard Environmental Reference (SER) website, Caltrans Project Development Procedures Manual, local and state CEQA Guidelines, and FHWA Technical Advisory 6640.81 Guidance on Preparing and Processing Environmental and Section 4(f) Documents. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated.

For this scope of work, the technical studies for which a specific scope of work has been included have been assumed based on a review of existing project information and a preliminary review of the project site. If additional studies are identified during the environmental phase of the project a scope of work and cost price proposal will be submitted for approval prior to their initiation.

#### **Deliverables:**

- *Draft / Revised Draft / Final Technical Studies*

#### **2-165.10.15 Community Impact Analysis Land Use and Growth Studies**

CONSULTANT shall perform activities related to socioeconomic, land use, and growth impact technical studies for use in the environmental document and prepare a technical report documenting study results.

#### **Deliverables:**

- *Community Impact Analysis Report*

#### **2-165.10.20 Visual Impact Assessment and Scenic Resource Evaluation**

CONSULTANT shall perform a visual impact analysis and prepare a visual impact analysis report which will be referenced in the environmental document. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

In accordance with FHWA and the U.S. Department of the Interior guidelines, the visual

analysis will be prepared under the direction of a licensed Landscape Architect and based on FHWA's Visual Impact Assessment for Highway Projects. Based on the Visual Impact Assessment (VIA) Questionnaire it is assumed that a Visual Impact Assessment Memorandum (VIAM) would be appropriate. A short VIAM will be prepared following the Caltrans VIAM outline, so no simulations would be required

Deliverables:

- *Draft / Final Visual Impact Analysis Report including visual simulations and exhibits*

2-165.10.25 Noise Study (If required)

CONSULTANT shall prepare a Noise Study Report evaluating the noise impacts and potential noise abatement/mitigation measures, if any, associated with the proposed project. Because federal and Caltrans oversight is involved, the report will be prepared in accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol).

Based on a preliminary review of the alignment, noise impacts are not predicted, therefore, a Noise Abatement Decision Report (NADR) will not be required.

Deliverables:

- *Draft / Final Noise Study Report*

2-165.10.30 Air Quality Study

CONSULTANT shall prepare an Air Quality Study Report. The report will provide the following discussion and analyses:

- Regulatory Setting and Existing Conditions.
- Evaluation of Construction Emissions.
- Evaluation of Operations-Period Mass Emissions.
- Localized Carbon Monoxide Hot Spot Analysis.
- Localized PM2.5/PM10 Hot Spot Analysis.
- Mobile Source Air Toxics.
- Climate Change/Greenhouse Gas Emissions.
- Mitigation Measures.
- Air Quality Conformity Analysis Report and Checklist.

Deliverables:

- *Draft / Final Air Quality Study Report*

### 2-165.10.35 Water Quality Studies

A Scoping Questionnaire for Water Quality Issues (SQWQI) will be prepared for the proposed project using the current SQWQI template available on the Caltrans SER. As required, this will address existing conditions, project description and impacts, and construction (temporary) impacts. It is assumed that the SQWQI will be sufficient, and a full Water Quality Assessment will not be required.

#### Deliverables:

- *Scoping Questionnaire for Water Quality Issues (SQWQI)*

### 2-165.10.40 Energy Studies

CONSULTANT will perform all activities related to energy impact analysis for use in the environmental document and prepare a technical report, if required, documenting study results.

#### Deliverables:

- *Energy Study Report, if required.*

### 2-165.10.60 Location Hydraulic and Floodplain Study Report

CONSULTANT will perform all activities related to preparing a Location Hydraulic Study, including structures hydraulics, for use in the environmental document and Draft Project Report and a Flood Plain Study for use in the Environmental Document; prepare a technical report or reports documenting study results.

#### Deliverables

- *Location Hydraulic Study*
- *Floodplain Study Report*
- *Technical Report Abstract for Use in Environmental Document Text*

### 2-165.10.65 Paleontology Study

CONSULTANT shall perform a paleontology study to identify and evaluate potential impacts to paleontological resources in the project area.

The following tasks shall be performed to evaluate paleontological resources:

- Document review
- Records search
- Paleontological resource assessment
- Field survey
- Preparation of technical report(s)

Based on preliminary review, a Paleontological Mitigation Plan (PMP) will be required for the proposed project. The PMP will be prepared under the supervision of a qualified Principal Paleontologist and will follow the PMP format as defined on the Caltrans SER.

Deliverables:

- *Draft / Final Combined Paleontological Identification Report (PIR) and Paleontological Evaluation Report (PER)*
- *Draft / Final Paleontological Mitigation Plan (PMP)*

2-165.10.75 Environmental Commitments Record (ECR)

CONSULTANT will prepare or update the ECR and its associated documentation.

Deliverables

- *Draft and Final ECR*

2-160.10.80 Hazardous Waste Initial Site Assessment

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

The ISA shall be prepared in general accordance with the Caltrans Initial Site Assessment Guidance Document, dated September 2006. Project specific scoping considerations include evaluations of right-of-way acquisition parcels and construction easements, proper management of any identified waste materials, and construction worker and public exposure to any identified onsite contaminants.

Review of local, state and federal regulatory databases and files in performance of the ISA. Based on these findings, additional information may be obtained from direct contact with regulatory agencies including the City Colton, San Bernardino County, California Regional Water Quality Control Board, California Department of Toxic Substances Control, Caltrans and the United States Environmental Protection Agency.

Deliverables:

- *Draft / Final Initial Site Assessment Report*

2-160.10.85 Hazardous Waste Preliminary Site Investigations

CONSULTANT shall perform an Aerially Deposited Lead (ADL) Survey. A report shall be prepared to transmit the field observations, laboratory data, data evaluation and statistics, and conclusions. The report will include diagrams of sample locations and laboratory results presented in tabular format. CONSULTANT will input the analytical data into a Caltrans format MS Access database and provide an electronic copy to the Client. A

professional geologist (PG) will review/sign the investigation report. Hard copies and or an electronic (.pdf file) of the final report will be submitted after the Client provides written draft report review comments.

Deliverables:

- *Draft / Final Aerial Deposited Lead Survey*

2-160.10.90 Climate Change Analysis (Greenhouse Emission Estimates and Reduction Strategies and Climate Change Adaptation/Resilience)

CONSULTANT will address all efforts to prepare the climate change evaluation and analysis. The quality review for the Climate Change Analysis is included here.

Deliverables:

- *Climate Change Analysis*

2-165.15 Biological Studies

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

3.165.15.20 Natural Environment Study

CONSULTANT shall perform a general biological study to identify biological resources that could be affected by the project. CONSULTANT may conduct informal consultation with appropriate regulatory agencies. Discussions and negotiations with external agencies as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

CONSULTANT shall conduct a literature search, perform field surveys, and prepare a Natural Environmental Study/Minimal Impacts (NES/MI) report analyzing potential impacts to biological resources. The report will be prepared in accordance with Caltrans SER guidance and will conform to the Caltrans NES/MI annotated outline that is available at the time that the NES/MI is initiated. A full NES is not assumed or included. The following tasks will be performed during the preparation of the reports:

- Review of Project Information and Applicable Literature
- Field Evaluation for Biological Resource Constraints
- Technical Report Preparation-A draft NES/MI will be developed based on results of the biological surveys and analysis and will describe:

Deliverables:

- *Draft / Final Natural Environment Study Report*
- *Draft / Final Focus Surveys*

2-165.15.99 Jurisdictional Delineation

For Projects that may impact areas under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and CDFW, a formal jurisdictional delineation is required utilizing resource agency standard delineation methods. CONSULTANT will delineate aquatic resources within the study area utilizing routine on-site methods. A pedestrian-based field survey of the study area will be conducted using sub-meter GPS accuracy to precisely delineate the boundaries of agency jurisdiction. The field delineation will be augmented through aerial photo review and GIS analysis. The study area will include the Project footprint plus a 100-foot buffer. For the delineation, CONSULTANT will utilize procedures and practices in the following publications and agency guidance documents: USACE Wetland Delineation Manual (1987); USACE Regional Supplement to the Wetland Delineation Manual, Arid West Region, Version 2.0 (2008); and USACE and Environmental Protection Agency's (EPA) Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in *Rapanos v. United States & Carabell v. United States* guidance document (2007) as well as standard practices to delineate CDFW lake and stream resources and associated riparian vegetation.

The field survey results will be compiled and presented in a Jurisdictional Delineation Report prepared for the Project that will identify and quantify the limits of USACE wetland and non-wetland waters of the U.S., RWQCB wetland and non-wetland waters of the State, CDFW stream features and associated riparian areas, and MSHCP Riparian/Riverine habitats within the study area boundaries, where present. It will also include figures and maps showing the location of potential jurisdictional resources and a photolog that documents site conditions of specific drainage features. The Jurisdictional Delineation Report will not quantify impacts to jurisdiction resources; rather, impacts will be quantified and included within the NES/MI. The purpose of excluding impacts from the Jurisdictional Delineation Report is to avoid revisiting a final JD document should the Project impact footprint change during subsequent design revisions.

Deliverables:

- *Draft / Final Jurisdictional Delineation Report*

2-165.20 Cultural Resources Studies

CONSULTANT shall perform cultural resources studies to assess potential impacts to archaeological and historic resources in the project area. Cultural studies performed shall support the environmental determination made in the Environmental Document. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.



This scope of work assumes that no archaeological sites will be identified in the Area of Potential Effect (APE) and that no testing and/or evaluation will be required. It is anticipated that an Archaeological Survey Report (Finding of No Archaeological Resources Present) will be prepared and no additional documentation will be required.

Based on a review of the anticipated APE, it is assumed that a Historical Resources Evaluation Report (HRER) will not be needed and no built environment resources will need to be evaluated. If any resources are identified as part of the record search then a scope and fee will be provided for approval prior to conducting this effort.

Following completion and approval of the APE, research, survey, outreach and reporting, a summary document (the HPSR) with attached Archaeological Survey Report (ASR) shall be generated. It is anticipated that the proposed project shall result in an HPSR with a finding that no properties eligible for listing on the NRHP or CRHR are present within the project's APE.

Deliverables:

- *Draft / Final Archaeological Survey Report*
- *Draft / Final Area of Potential Effects/Study Area Map*
- *Native American Consultation*
- *Draft / Final Historical Property Survey Report*
- *Draft / Final Historic Resources Compliance Report*

**2-165.25 Draft Environmental Document**

2-165.25 Section 4(f)/6(f) Evaluation

CONSULTANT will perform all activities related to preparing a Section 4(f)/6(f) property evaluation, as appropriate.

Deliverables

- *Section 4(f)/6(f) property Evaluation*
- *Documentation of Coordination, if appropriate*

2-165.25.A Public Outreach

The CONSULTANT will support SBCTA's Public Outreach Consultant for the execution of an abbreviated but strategic public outreach program at established venues/sessions by the SBCTA to explain the proposed project, understand community/business concerns, offer opportunities for community feedback and two-way dialogue, and discuss the purpose and need for the project at either a local council or board meeting. CONSULTANT personnel will be available to provide technical details for the SBCTA Public Outreach Consultant in their deliver of materials designed to be bi-lingual and "user friendly" to confirm that the public understands the Project Initiation Document (PID) phase and how to provide valuable input to the delivery team.



CONSULTANT personnel will be available to assist the SBCTA's Public Outreach Consultant in the development of clear and concise project information, produced through an equity lens, and distributed at meetings, through mailings, and electronically through email, web, and social media as necessary.

CONSULTANT personnel will be available to assist SBCTA's Public Outreach Consultant to facilitate developing an online Fact Sheet in English and Spanish for the SBCTA website. The English/Spanish Fact Sheet will be prepared in close collaboration with the technical team. The information produced will be provided to SBCTA staff to be uploaded on the existing SBCTA hosted website for additional ongoing public access during the project's planning phase.

The informational materials will explain and illustrate the potential conceptual design alternatives to be studied further in PA/ED, the purpose and need, anticipated project delivery timeline, potential funding sources, and ways to obtain more information and provide feedback on the proposed project.

CONSULTANT personnel will assist SBCTA's Public Outreach Consultant to produce a brief presentation for stakeholder meetings and as visuals for use at the public outreach workshop. It is expected that any public outreach sessions will occur either online or at a SBCTA provided facility, at SBCTA's discretion.

*Deliverables:*

- *Attendance and participation at one (1) Public Outreach Webinar or Meeting*
- *Availability to assist SBCTA's Public Outreach Consultant with any and all Project-related communications*
- *Provide technical assistance needed by SBCTA's Public Outreach Consultant to support inquiries from the public*

2-165.25.15 Draft Environmental Document (DED)

CONSULTANT shall consider the scope of the project and results of the environmental technical studies to recommend and obtain direction from Caltrans and SBCTA on the appropriate environmental document to comply with CEQA and NEPA. Based on conceptual design and preliminary information, an Initial Study/Environmental Assessment (IS/EA) appears to be the appropriate CEQA and NEPA environmental document. If an IS/EA is appropriate, CONSULTANT shall prepare a draft environmental document following available templates on the SER. CONSULTANT shall prepare a screen check IS/EA for an initial review. Following concurrence on the screen check IS/EA, CONSULTANT shall prepare a Draft IS/EA.

CONSULTANT shall prepare a Notice of Completion (NOC) and circulate the IS/EA pursuant to SER and the California Office of Planning and Research, State Clearinghouse guidelines. CONSULTANT shall prepare an Environmental Commitment Record (ECR) and will be responsible for the incorporation of applicable environmental conservation measures into the project final design.

Deliverables:

- *DED (IS/EA) including circulation*
- *Notice of Completion*
- *Environmental Commitment Record*

**3.170 – PERMITS & AGREEMENTS**

**3.170.05 Determine Required Permits**

CONSULTANT shall perform work to identify all necessary permits to construction the project and obtain all necessary permits and agreements needed for environmental approval. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identify funds necessary for the permit application and submitting the permit. Discussions and negotiations with permitting agencies shall only be performed in consultation with the SBCTA Project Manager or designee.

Deliverables:

- *Various Environmental Resource Agency Permits Determination*

### **3.180 PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)**

#### **2-180.05.10 Final Project Report**

CONSULTANT shall perform work to incorporate comments received, update the information, and complete the Project Report for final Caltrans approval.

Deliverables:

- *Final Project Report*

#### **2-180.05.15 Storm Water Data Report (SWDR)-PA/ED**

CONSULTANT shall update and prepare the SWDR according to the latest Caltrans guidelines and procedures.

Deliverables:

- *Draft / Final SWDR – PA/ED*

#### **2-108.10 Final Environmental Document (FED)**

CONSULTANT shall update the DED to identify the rationale for selection of the Preferred Alternative. Subsequent to circulation of the FED, CONSULTANT shall prepare responses to comments received from the public and reviewing agencies. Preparation of the responses shall be conducted in consultation with the SBCTA Project Manager or designee. Responses to comments received shall be processed according to Caltrans guidelines. CONSULTANT shall prepare a Mitigated Negative Declaration (MND) and Finding of No Significant Impact (FONSI) for Caltrans approval.

Deliverables:

- *Responses to Comments*
- *FED Quality Control Review Certification*
- *FED (MND/FONSI)*

***Minute Action***

AGENDA ITEM: 15

***Date:*** March 5, 2025

***Subject:***

California Department of Transportation Interstate 15 Pavement Rehabilitation Project

***Recommendation:***

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

***Background:***

In late 2021, the California Department of Transportation (Caltrans), District 8, began construction on the Interstate 15 Pavement Rehabilitation Project (Project) from Oak Hill Road in the City of Hesperia to Bear Valley Road in the City of Victorville, a length of approximately nine miles.

The Project involves the replacement of the existing asphalt concrete pavement, with concrete pavement in the southbound and northbound lanes.

In September 2021, Caltrans awarded the construction contract in the amount of \$133,912,000 to Sully-Miller Contracting Company. The duration of the Project construction was estimated to be approximately three years and is anticipated to be completed by summer 2025.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the Mountain/Desert Policy Committee on February 21, 2025.

***Responsible Staff:***

Kristi Harris, Director of Project Delivery

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

*Entity: San Bernardino County Transportation Authority*

Caltrans  
District 8

Mountain  
Desert Policy  
Committee

February 21,  
2025

Jaspinder  
Hampal  
[jaspinder.hampal@dot.ca.gov](mailto:jaspinder.hampal@dot.ca.gov)



### Caltrans District 8

- 4.8 Million Residents of Riverside and San Bernardino County
- 49 Incorporated Cities
- 28,650 Square Miles (Largest of the 12 Districts)
- 32 State Routes    4 Interstate Routes
- 7,200 Lane Miles
- 1,700 Plus Employees



Attachment: [PDF PPT] MtDesertCommittee02212025FINAL (11400 : Caltrans I-15 Pavement Rehabilitation Project)



Coming Soon!

Interstate 40  
Barstow/Daggett  
Pavement Rehab



Scan To Receive Updates!



**INTERSTATE 40 PROJECT AIMS TO UPGRADE ROADWAY PAVEMENT, SIGNS, AND SAFETY UPGRADES**

**QUICK FACTS**

- LOCATION**  
San Bernardino County - in & near Barstow and Daggett from Route 15/40 Junction to 3.5 miles west of National Trails Highway and Main Street.
- COST**  
Est. Total cost: \$ 48.1M  
SBT Funded
- DURATION**  
Spring 2025 - Spring 2026  
Weather conditions may impact duration
- WORK HOURS**  
Caltrans District 08's contractor will work day and night to complete this project.  
Work hours coming soon.

**PROJECT PURPOSE**  
The purpose of this project is to extend pavement life and improve ride quality by implementing preservation treatment to existing Asphalt Concrete (AC) pavement as appropriate. Project also aims to enhance traffic safety upgrades by upgrading signs, lighting, and curb ramps to meet ADA standards. This project will provide smoother and more durable surface, ensuring a safer and more comfortable driving experience.

**TRAFFIC IMPACTS**  
Daytime & Nighttime lane closures may occur. Drivers take precaution and look for signs indicating detour routes and/or lane reductions. Plan ahead for alternate routes.

**WHAT TO EXPECT**  
Cones & traffic control devices will be used to separate work areas from traffic. Some construction noises will be present due to equipment. Drive with caution throughout the project area and allow extra time to reach your destination.

**PROJECT CONTACT**

- Jas Hampal- Public Information Officer
- 909.383.4553
- jaspinder.hampal@dot.ca.gov

San Bernardino County + RTE 40 + CalTransD08

Attachment: [PDF PPT] MtDesertCommittee02212025FINAL (11400 : Caltrans I-15 Pavement Rehabilitation Project)




Coming Soon!

State Route 18  
Apple Valley /  
Victorville  
Pavement Rehab



Scan  
To  
Receive  
Updates!



**ROUTE 18 PROJECT AIMS TO ENHANCE EXISTING ROADWAY PAVEMENT AND ADD NEW UPGRADES**

**QUICK FACTS**

- LOCATION**  
San Bernardino County - In Apple Valley and Victorville from Apple Valley Inn Road/Dale Evans Parkway to Route 15/18 Junction.
- COST**  
Est. Total cost: \$ 26.1M  
SBI Funded
- DURATION**  
Spring 2025 - Summer 2026  
Weather conditions may impact duration
- WORK HOURS**  
Caltrans District 08's contractor will work day and night to complete this project.  
Work hours coming soon.

**PROJECT PURPOSE**  
This project aims to improve road conditions by resurfacing with asphalt to enhance ride quality & extend pavement lifespan through milling & overlaying with hot mix asphalt. Additional improvements include upgrading and adding new Americans with Disabilities Act (ADA)-compliant curb ramps & guardrail systems. Installing LED lighting, a pedestrian hybrid beacon at one intersection. The project will also feature bike route signage, enhanced visibility crosswalks, replacing non-standard sign panels; rehabilitation of a drainage inlet, and upgrades to the Hesperia Rd. and SR-18 intersection.

**TRAFFIC IMPACTS**  
Daytime & Nighttime lane closures may occur. Drivers take precaution and look for signs indicating detour routes and lane reductions.

**WHAT TO EXPECT**  
Cones & traffic control devices will be used to separate work areas from traffic. Some construction noises will be present due to equipment. Drive with caution throughout the project area and allow extra time to reach your destination.

**PROJECT CONTACT**

- Jas Hampal- Public Information Officer
- 909.383.4553
- jaspinder.hampal@dot.ca.gov


San Bernardino County    RTE 18    CalTransD08

Coming Soon!

State Route 247  
Yucca Valley  
Pavement Rehab and  
Shoulder Widening



Scan  
To  
Receive  
Updates!



Expected start spring 2025

Attachment: [PDF PPT] MtDesertCommittee02212025FINAL (11400 : Caltrans I-15 Pavement Rehabilitation Project)





# Interstate 15 Pavement Rehabilitation Hesperia to Victorville



## Fact Sheet

### PROJECT DESCRIPTION

The project will rehabilitate and repave 59 lane miles and ramps and upgrade drainage systems on Interstate 15 (I-15) in San Bernardino County. The project spans from Oak Hill Road in Hesperia to just south of Bear Valley Road in Victorville.



### PROJECT NEED

The purpose of this project is to improve the safety performance and smoother roadway on Interstate 15 from Oak Hill Road to just south of Bear Valley Road in Victorville. Asphalt being replaced with concrete. Drainage systems will be upgraded for better water flow. All work is anticipated to be complete by Summer 2025, weather dependent. Caltrans, District 8 is advising the traveling public to anticipate potential lane and ramp closures for the duration of the project.

### TRAFFIC IMPACT

There will be lane and ramp closures, northbound and southbound, throughout the construction zone for the duration of the project. Connector closures may occur at the I-15 to US 395. Depending on the scope of work these lane and ramp closures will change accordingly with the possibility of reducing lanes to one available in each direction. Delays throughout the project area are anticipated. Inside lanes may close during inclement weather due to potential flooding during construction.

### PROJECT SCHEDULE

Construction hours will vary depending on direction.

#### Monday thru Friday

Opening Saturday mornings.

(Possible Saturday hours TBD)

**Southbound**  
6:00 p.m. to 6:00 a.m.

**Northbound**  
9:00 p.m. to 9:00 a.m.

Schedules can change due to inclement weather.

All work is anticipated to be complete by Summer 2025.

#### Project Contact

**Kimberly Cherry**  
Public Information Officer  
(909) 383-6290  
[Kimberly.Cherry@dot.ca.gov](mailto:Kimberly.Cherry@dot.ca.gov)





# Interstate 15 Pavement Rehabilitation Hesperia to Victorville



## Frequently Asked Questions

### Why is this project needed?

The purpose of this project is to improve the safety performance and smoother roadway on Interstate 15 from Oak Hill Road to just south of Bear Valley Road in Victorville. Drainage systems will be upgraded for better water flow.

### How much is this costing? How long will it last?

The project is approximately \$144 million and is anticipated to be complete in Summer of 2025.

### When will work occur?

Construction hours will vary depending on direction. Going southbound, the hours will be 6 p.m. to 6 a.m., and northbound will be 9 p.m. to 9 a.m., Monday through Saturday (morning). Daytime work will take place behind k-rail to perform electrical, saw cutting and various work operations in the project zone.

### How is traffic being controlled?

Lane and ramp closures in both directions during construction hours, possibly reduced to one lane. Inside lanes will close during inclement weather due to possible flooding. Potential I5/395. connector closures.

### Do I have access of the road during closures?

Yes, but at times the lanes may be reduced to one lane in each direction.

**What happens during an emergency?** If you are having a life-threatening emergency, call 911. An emergency responder plan is in place and continuously updated. Depending on the emergency, emergency personnel are given access to the needed area.

### How can I receive project information?

You can find project information on our Twitter and Facebook feeds. We update our social media accordingly.

You can contact the Public Information Officer: Kimberly Cherry (909) 383-6290.



## *Minute Action*

AGENDA ITEM: 16

***Date:*** March 5, 2025

***Subject:***

US 395 Phase 2 Widening Project Construction Cooperative Agreement No. 25-1003261 with California Department of Transportation

***Recommendation:***

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

Authorize the Executive Director, or his designee, to finalize and execute Cooperative Agreement No. 25-1003261, upon approval as to form by SBCTA General Counsel, with the California Department of Transportation for the construction phase of the US 395 Phase 2 Widening Project which specifies roles, responsibilities, and funding between the two agencies including identifying SBCTA as the implementing agency for construction. The agreement includes a State contribution of \$7,652,000 from the State Highway Operations and Protection Program funds and a not-to-exceed amount of \$180,000 for Department Furnished Materials to be paid with Measure I Victor Valley Major Local Highway Projects Program funds.

***Background:***

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. The US 395 Phase 2 Widening Project (Project) will widen the facility from two to four lanes between Interstate 15 and Palmdale Road. The Project is currently in the final design phase with a target for design approval in Summer 2025.

In July 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) authorized a professional services contract for final design and environmental revalidation for the Project. The Project is currently in final design and right-of-way phases. The 100% Plans, Specifications, and Estimates package is targeted to be submitted to Caltrans in March 2025. As the Project is nearing completion of the design and the right-of-way certification is anticipated in May 2025, a construction cooperative agreement with Caltrans is required to define roles, responsibilities, and funding commitments for the construction phase.

In the fall of 2023, Caltrans identified a State Highway Operations and Protection Program (SHOPP) project (Expenditure Authorization (EA) 1L890) as a candidate for combination with the SBCTA widening Project due to their overlapping project limits and similar safety improvement goals. Caltrans agreed to merge the two projects and committed a SHOPP financial contribution of \$7.652 million to integrate the EA 1L890 project improvements into the SBCTA widening Project.

Cooperative Agreement No. 25-1003261 with Caltrans is a standard agreement to define the roles and responsibilities between both agencies for the construction phase of the Project. Under this agreement, SBCTA will lead the project delivery efforts in the construction phase. The agreement also specifies that SBCTA, as the local agency, will be responsible for Project funding, which will include Measure I Victor Valley Major Local Highway Projects Program funds and other State and Federal funds, in the amount of \$79,855,296. Of this, \$180,000 will be

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

March 5, 2025

Page 2

paid to Caltrans with Measure I Victor Valley Major Local Highway Projects Program funds for Department Furnished Materials.

Staff recommends that the Board authorize the Executive Director, or his designee, to finalize and execute Cooperative Agreement No. 25-1003261 with Caltrans for the construction phase of the Project, pending approval as to form by SBCTA General Counsel.

***Financial Impact:***

This Project is included in the adopted Budget for Fiscal Year 2024/2025 and funded with Measure I Victor Valley Major Local Highway Projects Program funds, State Transportation Improvement Program – Regional Improvement Program funds (STIP-RIP), and Trade Corridor Enhancement Program funds (TCEP) in Program 40, Project Delivery.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on February 21, 2025. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft agreement.

***Responsible Staff:***

David Tan, Senior Project Manager

---

Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

San Bernardino County Transportation Authority



**General Contract Information**

Contract No: 25-1003262 Amendment No.: \_\_\_\_\_  
 Contract Class: Receivable Department: Project Delivery  
 Customer ID: CDOT Customer Name: California Department of Transportation  
 Description: US 395 Phase 2 Construction Cooperative Agreement  
 List Any Accounts Payable Related Contract Nos.: \_\_\_\_\_ 25-1003261 (payable)

Dollar Amount					
Original Contract	\$	7,652,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>7,652,000.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>7,652,000.00</b>

**Contract Authorization**

Board of Directors \_\_\_\_\_ Date: 03/05/2025 Board \_\_\_\_\_ Item # 11402

**Contract Management (Internal Purposes Only)**

Local \_\_\_\_\_ Funding Agreement \_\_\_\_\_ N/A \_\_\_\_\_

**Accounts Receivable**

Total Contract Funding: \$ 7,652,000.00 Funding Agreement No: 25-1003261  
 Beginning POP Date: TBD Ending POP Date: TBD Final Billing Date: TBD  
 Expiration Date: TBD Fund Admin: Yes  
 Parent Contract 25-1003261 PM Description US 395 Phase 2 SHOPP Funds  
 Z-Related Contracts Z25-1003262

Sub-							Sub-						
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:		
GL	2550	40	0820	0844	42205003	7,652,000.00	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		

David Tan Project Manager (Print Name) Kristi Lynn Harris Task Manager (Print Name)

Additional Notes:

Attachment: CSS 25-1003262 - Receivable (11402 : US 395 Phase 2 Construction Cooperative Agreement 25-1003261 with Caltrans)



Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

## COOPERATIVE AGREEMENT COVER SHEET

### Work Description

WIDENING U.S. HIGHWAY 395 TO 4 LANES, A 14 FOOT PAVED MEDIAN, 8 FOOT SHOULDERS AND ADDING OPERATIONAL ENHANCEMENTS

### Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

#### CALTRANS

Amanda Stark, Project Manager  
 464 W. Fourth Street  
 San Bernardino, CA 92401  
 Office Phone: (909) 519-3205  
 Email: amanda.stark@dot.ca.gov

#### SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

David Tan, Project Manager  
 1170 W. 3rd Street, 2nd Floor  
 San Bernardino, CA 92410  
 Office Phone: (909) 884-8276  
 Email: dtan@gosbcta.com

Agreement No. 08-1803  
Project No.: 0825000082  
EA: 08-0F63U  
08-SBD-395-4/11.2  
SBCTA Contract No. 25-1003261

### Table of Contents

COOPERATIVE AGREEMENT COVER SHEET ..... 1

    Work Description ..... 1

    Contact Information ..... 1

        CALTRANS ..... 1

        SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ..... 1

COOPERATIVE AGREEMENT ..... 4

RECITALS ..... 4

RESPONSIBILITIES ..... 5

    Sponsorship ..... 5

    Implementing Agency ..... 5

    Funding ..... 6

    CALTRANS' Quality Management ..... 6

    CEQA/NEPA Lead Agency ..... 7

    Environmental Permits, Approvals and Agreements ..... 7

CONSTRUCTION ..... 7

    Schedule ..... 10

    Additional Provisions ..... 10

        Standards ..... 10

        Noncompliant Work ..... 10

        Qualifications ..... 11

        Consultant Selection ..... 11

        Encroachment Permits ..... 11

        Protected Resources ..... 11

        Disclosures ..... 11

        Hazardous Materials ..... 12

        Claims ..... 13

        Accounting and Audits ..... 13

        Interruption of Work ..... 14

        Penalties, Judgments and Settlements ..... 14

        Project Files ..... 14

Attachment: [PDF] 25-1003261 (11402 : US 395 Phase 2 Construction Cooperative Agreement 25-1003261 with Caltrans)

Agreement No. 08-1803  
Project No.: 0825000082  
EA: 08-0F63U  
08-SBD-395-4/11.2  
SBCTA Contract No. 25-1003261

Environmental Compliance ..... 14

Road Repair and Accountability Act of 2017 (SB 1) ..... 15

GENERAL CONDITIONS ..... 15

    Venue..... 15

    Exemptions..... 15

    Indemnification ..... 15

    Non-parties..... 16

    Ambiguity and Performance ..... 16

    Defaults ..... 16

    Dispute Resolution ..... 16

    Prevailing Wage ..... 17

FUNDING SUMMARY ..... 18

    Funding ..... 20

    Invoicing and Payment..... 21

        Construction Support ..... 21

        Construction Capital ..... 21

SIGNATURES..... 22

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Attachment: [PDF] 25-1003261 (11402 : US 395 Phase 2 Construction Cooperative Agreement 25-1003261 with Caltrans)

Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

## COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public corporation/entity, referred to hereinafter as SBCTA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

### RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *widening U.S. Highway 395 to 4 lanes, a 14 foot paved median, 8 foot shoulders and adding operational enhancements*, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents.
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
  - CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

Agreement No. 08-1803 | 08-SBD-395 | EA: 08-0F63U

Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
  - CALTRANS completed the Project Initiation Document (PID) on August 1, 2005.
  - CALTRANS approved the Negative Declaration on December 30, 2009.
  - CALTRANS approved the Categorical Exclusion (CE) on December 31, 2009.
  - SBCTA is developing the Plans, Specifications, and Estimate (PS&E) which will be completed on May 30, 2025 (Cooperative Agreement No. 08-1750 ).
  - SBCTA is developing the Right-of-Way Certification which will be completed on May 30, 2025 (Cooperative Agreement No. 08-1750 ).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

### **Implementing Agency**

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- SBCTA is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

### **Funding**

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.
14. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.
15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

### **CALTRANS' Quality Management**

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

Agreement No. 08-1803  
Project No.: 0825000082  
EA: 08-0F63U  
08-SBD-395-4/11.2  
SBCTA Contract No. 25-1003261

- 21. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

**CEQA/NEPA Lead Agency**

- 22. CALTRANS is the CEQA Lead Agency for the PROJECT.
- 23. CALTRANS is the NEPA Lead Agency for the PROJECT.

**Environmental Permits, Approvals and Agreements**

- 24. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.
- 25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
- 26. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404 US Army Corps of Engineers
401 Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES)/State Water Resources Control Board
1602 California Department of Fish & Wildlife
2080.1 California Department of Fish & Wildlife
2081 California Department of Fish & Wildlife

**CONSTRUCTION**

- 27. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
- 28. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.20.10.xx Quality Management	YES



Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

29. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
30. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
31. CALTRANS will not issue an encroachment permit to SBCTA for construction work until the following conditions are met:
  - CALTRANS accepts the final plans, specifications, and estimate.
  - CALTRANS accepts the Right-of-Way Certification.
  - Any new or amended maintenance agreements required for the WORK are executed.
  - Any new or amended Freeway Agreements required for the WORK are executed.
32. SBCTA will require the construction contractor to furnish payment and performance bonds naming SBCTA as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.
33. SBCTA will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, SBCTA also accepts responsibility to administer the construction contract.
34. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) working days, the IMPLEMENTING AGENCY will not award the construction contract.
35. CALTRANS will not issue an encroachment permit to SBCTA's construction contractor until CALTRANS accepts:
  - The payment and performance bonds
  - The CONSTRUCTION Quality Management Plan
36. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and Source Inspection QMP (SIQMP) are subject to review and approval by the State Materials Engineer.
37. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations, SBCTA, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
38. SBCTA will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

Agreement No. 08-1803 | 08-SBD-395 | EA: 08-0F63U

Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

39. CALTRANS will review and concur with:
- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
  - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
40. SBCTA will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.
41. SBCTA is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. SBCTA is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
42. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:
- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
  - CALTRANS approves a request from SBCTA for relief from maintenance of the PROJECT or a portion thereof.
43. SBCTA will ensure all necessary maintenance agreements will be executed and/or amended between the local agency with land-use jurisdiction and CALTRANS.
44. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.
- CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.
45. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, SBCTA will furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, or Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3 of Chapter 17 in the Project Development Procedures Manual, then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS

Agreement No. 08-1803 | 08-SBD-395 | EA: 08-0F63U

Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

practice. The plans will have the Resident Engineer's name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 8.0. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, SBCTA will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Professional Land Surveyors' Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

### **Schedule**

46. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
47. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written quarterly progress reports during the completion of the WORK.

### **Additional Provisions**

#### Standards

48. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
  - CADD Users Manual
  - CALTRANS policies and directives
  - Plans Preparation Manual
  - Project Development Procedures Manual (PDPM)
  - Workplan Standards Guide
  - Construction Manual
  - Encroachment Permits Manual
  - Construction Manual Supplement for Local Agency Resident Engineers
  - Local Agency Structure Representative Guidelines

#### Noncompliant Work

49. CALTRANS retains the right to reject noncompliant WORK. SBCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Agreement No. 08-1803 | 08-SBD-395 | EA: 08-0F63U

Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

Qualifications

50. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

51. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

52. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide encroachment permits to SBCTA at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
53. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

54. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

55. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

56. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

Hazardous Materials

57. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.
- HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.
- The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.
58. If HM-1 or HM-2 is found, the discovering PARTY will immediately notify all other PARTIES.
59. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.
- CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds committed in this AGREEMENT.
60. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.
- The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds committed in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
61. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.
- SBCTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and SBCTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. SBCTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.



Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

62. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

63. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
64. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
65. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

66. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
67. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.
- PARTIES will retain all WORK-related records for three (3) years after the final voucher.
- PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.
68. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and SBCTA will have access to all WORK-related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

Agreement No. 08-1803 | 08-SBD-395 | EA: 08-0F63U

Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

69. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
70. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

71. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
72. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgments and Settlements

73. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
74. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
75. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

76. SBCTA will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. SBCTA will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

Environmental Compliance

77. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.



Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

### **Road Repair and Accountability Act of 2017 (SB 1)**

78. PARTIES agree to adhere the following:
- The requirements of Senate Bill 1 (SB1), also known as the Road Repair and Accountability Act of 2017 (Beall, Chapter 5, Statutes of 2017).
  - The California Transportation Commission (CTC) SB1 Accountability and Transparency Guidelines adopted for each SB1 fund type.
  - The SB1 procedures and policies established by CALTRANS.
79. In those instances where PARTIES have signed a PROJECT scope, cost, and schedule and benefit baseline data agreement (BASELINE AGREEMENT), PARTIES agree to abide by the terms and conditions of that PROJECT BASELINE AGREEMENT. The PROJECT BASELINE AGREEMENT is attached to and made a part of this AGREEMENT, by reference.
80. Notwithstanding anything to the contrary in this AGREEMENT, PARTIES are not permitted to make changes to the scope, cost, schedule or benefits of the PROJECT, unless approved by CTC.

### **GENERAL CONDITIONS**

81. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

### **Venue**

82. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

### **Exemptions**

83. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

### **Indemnification**

84. Neither CALTRANS nor any of its officers and employees are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

85. Neither SBCTA nor any of its officers and employees are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

### **Non-parties**

86. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
87. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

### **Ambiguity and Performance**

88. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.
- A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.
89. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

### **Defaults**

90. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

### **Dispute Resolution**

91. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

92. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

### **Prevailing Wage**

93. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

**FUNDING SUMMARY**

<b>FUNDING TABLE</b>					
<b><u>IMPLEMENTING AGENCY:</u></b>			<b><u>SBCTA</u></b>		
<b>Source</b>	<b>Party</b>	<b>Fund Type</b>	<b>CONST. SUPPORT</b>	<b>CONST. CAPITAL</b>	<b>Totals</b>
FEDERAL	SBCTA	CPF-CDS <sup>L</sup>	0	2,000,000	2,000,000
FEDERAL	SBCTA	RSTBGP <sup>L</sup>	7,166,196 <sup>T</sup>	15,042,863	22,209,059
STATE	SBCTA	TCEP <sup>P</sup>	0	30,000,000	30,000,000
STATE	CALTRANS	SHOPP	0	7,652,000	7,652,000
LOCAL	SBCTA	Measure	500,000	17,494,237 <sup>M</sup>	17,994,237
Totals			7,666,196	72,189,100	79,855,296

<sup>L</sup>Lump sum fund not subject to proportional shares.

<sup>T</sup>Toll Credits have been applied as the 11.47% non-federal match.

<sup>P</sup>Proportional share based on Baseline Agreement CON cost of \$52,209,000 vs current estimate of \$79,855,296

<sup>M</sup>Used as non-federal match.



Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

SPENDING TABLE						
Fund Type	CONST. SUPPORT		CONST. CAPITAL			Totals
	CALTRANS	SBCTA	CALTRANS	SBCTA	DFM	
CPF-CDS	0	0	0	2,000,000	0	2,000,000
RSTBGP	0	7,166,196	0	15,042,863	0	22,209,059
TCEP	0	0	0	30,000,000	0	30,000,000
SHOPP	0	0	0	7,652,000	0	7,652,000
Measure	0	500,000	0	17,314,237	180,000	17,994,237
Totals	0	7,666,196	0	72,009,100	180,000	79,855,296

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Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

### **Funding**

94. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

95. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

96. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California law, the Administration Rate is capped at 10 percent for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

97. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

98. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If SBCTA invoices for rates in excess of CalHR rates, SBCTA will fund the cost difference and reimburse CALTRANS for any overpayment.

99. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

100. SHOPP funds can only be expended on SHOPP-eligible items and work.

Agreement No. 08-1803  
 Project No.: 0825000082  
 EA: 08-0F63U  
 08-SBD-395-4/11.2  
 SBCTA Contract No. 25-1003261

### **Invoicing and Payment**

101. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.
102. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
103. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SBCTA will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
104. If CALTRANS reimburses SBCTA for any costs later determined to be unallowable, SBCTA will reimburse those funds.

### **Construction Support**

105. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

### **Construction Capital**

106. SBCTA will invoice and CALTRANS will reimburse for actual costs incurred and paid.

### **Department Furnished Materials (DFM)**

107. All Department Furnished Materials (DFM) invoicing will be after execution of this AGREEMENT.



Agreement No. 08-1803  
Project No.: 0825000082  
EA: 08-0F63U  
08-SBD-395-4/11.2  
SBCTA Contract No. 25-1003261

**SIGNATURES**

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Catalino A. Pining III  
District Director

\_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

**Verification of Funds and Authority:**

\_\_\_\_\_  
Corina Harriman  
District Budget Manager

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

**Certified as to financial terms and policies:**

\_\_\_\_\_  
Darwin Salmos  
HQ Accounting Supervisor

\_\_\_\_\_  
HQ Legal Representative  
HQ Legal Rep Title

Attachment: [PDF] 25-1003261 (11402 : US 395 Phase 2 Construction Cooperative Agreement 25-1003261 with Caltrans)

## *Minute Action*

AGENDA ITEM: 17

**Date:** *March 5, 2025*

**Subject:**

Interstate 10 Corridor Freight and Express Lanes Contract 2 Construction Cooperative Agreement and Amendment to Toll Facility Agreement with California Department of Transportation

**Recommendation:**

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

A. Authorize the Executive Director, or his designee, to finalize and execute Agreement No. 25-1003249 with the California Department of Transportation (Caltrans) for the construction phase of the Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2A, in a not-to-exceed amount of \$7,444,000, to be paid with \$7,008,000 in Federal funds that Caltrans will access directly for oversight work and \$436,000 in Measure I Valley Freeway Program funds for Department Furnished Materials, subject to approval as to form by SBCTA General Counsel.

B. Authorize the Executive Director, or his designee, to finalize and execute Amendment No. 1 to Agreement No. 18-1001830 Toll Facility Agreement (Including Real Property Lease) for the I-10 Toll Facility in San Bernardino County between SBCTA and Caltrans, subject to approval as to form by SBCTA General Counsel.

**Background:**

The Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 (Project) is the second phase of the San Bernardino County Transportation Authority (SBCTA) I-10 Corridor Express Lanes Program. The Project will include a single express lane in each direction from Interstate 15 (I-15) in the City of Ontario to Pepper Avenue in the City of Colton, connecting to the recently opened I-10 Corridor Contract 1 Express Lanes in the vicinity of I-15. The Project is currently in its 95% design phase with a target for design approval in spring 2025. To expedite project delivery, the Project will be divided into two construction contracts: Contract 2A from I-15 to Sierra Avenue and Contract 2B from Sierra Avenue to Pepper Avenue.

**Recommendation A: Construction Cooperative Agreement for Contract 2A**

In anticipation of Contract 2A construction in fall 2025, a Construction Cooperative Agreement between SBCTA and the California Department of Transportation (Caltrans) is required prior to the Ready-to-List milestone for Contract 2A. Cooperative Agreement No. 25-1003249 is a standard Caltrans agreement to define the roles and responsibilities between both agencies for the construction phase of the Project. Under this agreement, SBCTA will lead the project delivery efforts in the construction phase while Caltrans will perform oversight. Since this Project is revenue generating, this requires reimbursement for Caltrans' oversight effort, as described within the agreement. The Caltrans oversight effort in the agreement is estimated at a not-to-exceed amount of \$7,008,000 for the construction phase and is calculated as 20% of the Construction Management Services for the Project. This work will be funded with Federal Surface Transportation Block Grant Program funds that Caltrans will access directly and will not flow through the SBCTA Budget. The agreement also specifies that SBCTA as the Local Agency will be responsible for Project funding, including Measure I Valley Freeway and other State and

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

March 5, 2025

Page 2

Federal funds in the amount of \$436,008,000. Of this, \$436,000 will be paid to Caltrans with Measure I Valley Freeway Program funds for Department Furnished Materials.

**Recommendation B: Amendment 1 to Toll Facility Agreement No. 18-1001830**

I-10 Corridor Contract 1 Express Lanes Toll Facility Agreement (TFA) No. 18-1001830 was approved by the SBCTA Board of Directors (Board) on January 4, 2018. The TFA is required to provide the State authorization to implement and operate express lanes on the State Highway System. This agreement represents SBCTA's real property lease for the express lanes and identifies SBCTA as the agency responsible for the construction, operation, and maintenance of the express lane facility.

Amendment No. 1 to I-10 Corridor Contract 1 Express Lanes TFA No. 18-1001830 will include one express lane in each direction for Contract 2 from west of I-15 in the City of Ontario to just east of Pepper Avenue in the City of Colton. The term of the agreement is amended to commence on the first day on which I-10 Corridor Contract 2 Express Lanes open for public use and toll operations and continuing for a term of 50 years. The amended agreement also updates Exhibit C, the legal description of the property leased from the State for the I-10 Contract 1 Express Lanes. The legal description for Contract 2 Express Lanes will be amended prior to facility opening. Future amendments between SBCTA and Caltrans will outline specific roles, responsibilities, and costs for I-10 Contract 2 Express Lanes facility operation and maintenance. Staff will present these amendments to the SBCTA Board for consideration as they are developed during the project development process.

***Financial Impact:***

This Project is included in the adopted budget for Fiscal Year 2024/2025 and funded with Measure I Valley Freeway Program funds, Congestion Mitigation and Air Quality Program funds, Federal Surface Transportation Block Grant Program funds, Trade Corridor Enhancement Program funds, and Local Partnership Program-Formula Program funds in Program 40, Project Delivery under Task No. 0820 Freeway Projects, Sub-Task No. 0821 I-10 Corridor Project - Contract 2.

***Reviewed By:***

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 13, 2025. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item, the draft agreement, and the draft amendment.

***Responsible Staff:***

Heng Chow, Project Manager

Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

San Bernardino County Transportation Authority

**General Contract Information**

Contract No: 25-1003249 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Project Delivery  
 Vendor No.: 00450 Vendor Name: California Department of Transportation (Caltrans)  
 Description: I-10 Contract 2A Construction Coop Agreement

Dollar Amount					
Original Contract	\$	436,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>436,000.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>436,000.00</b>

**Contract Authorization**

Board of Directors \_\_\_\_\_ Date: 03/05/2025 Board \_\_\_\_\_ Item # 11385

**Contract Management (Internal Purposes Only)**

Other Contracts \_\_\_\_\_ Sole Source? N/A No Budget Adjustment \_\_\_\_\_  
 Local \_\_\_\_\_ Funding Agreement \_\_\_\_\_ N/A \_\_\_\_\_

**Accounts Payable**

Estimated Start Date: 03/05/2025 Expiration Date: 12/31/2039 Revised Expiration Date: \_\_\_\_\_

NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

							Total Contract Funding:		Total Contingency:		
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$	
GL	4110	40	0820	0821	52005	41100000	Measure I Fwy	\$	436,000.00	\$	-
GL									436,000.00		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-
GL									-		-

Parent Contract \_\_\_\_\_ PM Description \_\_\_\_\_

Z-Related Contracts \_\_\_\_\_

Heng Chow \_\_\_\_\_ Kristi Harris \_\_\_\_\_  
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Per the cooperative agreement SBCTA will pay Caltrans \$7.008M for oversight costs; however, these will be federal funds that Caltrans will access directly and will not flow through the SBCTA budget. The amount noted here is for State Furnished Materials.

Attachment: CSS\_25-1003249 (11385 - I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

Agreement No. 08-1798  
 Project No.: 0824000092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

## COOPERATIVE AGREEMENT COVER SHEET

### Work Description

TO ADD ONE EXPRESS LANE IN EACH DIRECTION ON INTERSTATE-10, FROM INTERSTATE-15 IN THE CITY OF ONTARIO TO 0.3 MILES EAST OF SIERRA AVENUE IN THE CITY OF FONTANA AND TO CONNECT TO THE INTERSTATE-10 CORRIDOR CONTRACT 1 EXPRESS LANE.

### Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

#### CALTRANS

Daniel Ciacchella, Project Manager  
 464 West 4th Street  
 San Bernardino, CA 92401  
 Office Phone: (951) 452-6169  
 Email: daniel.ciacchella@dot.ca.gov

#### SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Heng Chow, Project Manager  
 1170 West 3rd Street, 2nd Floor  
 San Bernardino, CA 92410  
 Office Phone: (909) 884-8276  
 Email: hchow@gosbcta.com

Agreement No. 08-1798  
Project No.: 0824000092  
EA: 08-1P710  
08-SBD-10-3.3/16.6  
SBCTA Contract No. 25-1003249

### Table of Contents

COOPERATIVE AGREEMENT COVER SHEET ..... 1

    Work Description ..... 1

    Contact Information ..... 1

        CALTRANS ..... 1

        SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ..... 1

COOPERATIVE AGREEMENT ..... 4

RECITALS ..... 4

RESPONSIBILITIES ..... 5

    Sponsorship ..... 5

    Implementing Agency ..... 5

    Funding ..... 6

    CALTRANS' Quality Management ..... 6

    CEQA/NEPA Lead Agency ..... 7

    Environmental Permits, Approvals and Agreements ..... 7

CONSTRUCTION ..... 7

    Schedule ..... 10

    Additional Provisions ..... 11

        Standards ..... 11

        Noncompliant Work ..... 11

        Qualifications ..... 11

        Consultant Selection ..... 11

        Encroachment Permits ..... 11

        Protected Resources ..... 11

        Disclosures ..... 12

        Hazardous Materials ..... 12

        Claims ..... 13

        Accounting and Audits ..... 13

        Interruption of Work ..... 14

        Penalties, Judgments and Settlements ..... 14

        Project Files ..... 15

Attachment: [PDF] 25-1003249 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

Agreement No. 08-1798  
Project No.: 0824000092  
EA: 08-1P710  
08-SBD-10-3.3/16.6  
SBCTA Contract No. 25-1003249

Environmental Compliance ..... 15

Road Repair and Accountability Act of 2017 (SB 1) ..... 15

GENERAL CONDITIONS ..... 15

    Venue..... 15

    Exemptions..... 16

    Indemnification ..... 16

    Non-parties..... 16

    Ambiguity and Performance ..... 17

    Defaults ..... 17

    Dispute Resolution ..... 17

    Prevailing Wage ..... 17

FUNDING SUMMARY ..... 19

    Funding ..... 21

    Invoicing and Payment..... 22

        Construction Support ..... 22

        Construction Capital ..... 22

        Department Furnished Materials (DFM) ..... 22

SIGNATURES..... 24

DRAFT

Attachment: [PDF] 25-1003249 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)



Agreement No. 08-1798  
 Project No.: 0824000092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

## COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public corporation/entity, referred to hereinafter as SBCTA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

### RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *To add one express lane in each direction on Interstate-10, from Interstate-15 in the City of Ontario to 0.3 miles east of Sierra Avenue in the City of Fontana and to connect to the Interstate-10 Corridor Contract 1 express lane*, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents.
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
  - CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

Agreement No. 08-1798 | 08-SBD-10 | EA: 08-1P710

Agreement No. 08-1798  
 Project No.: 082400092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
  - SBCTA completed the Project Report on May 15, 2017.
  - SBCTA completed the [State Environment Document](#) on May 15, 2017 (Cooperative Agreement No. 08-1374).
  - SBCTA completed the [Federal Environment Document](#) on May 15, 2017 (Cooperative Agreement No. 08-1374).
  - SBCTA is developing the Plans, Specifications, and Estimate (PS&E) [which will be completed](#) on April 8, 2025 (Cooperative Agreement No. 08-1753).
  - SBCTA is developing the Right-of-Way Certification [which will be completed](#) on April 8, 2025 (Cooperative Agreement No. 08-1765).
  - [SBCTA](#) completed the Project Initiation Document (PID).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

### **Implementing Agency**

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- SBCTA is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished

Agreement No. 08-1798  
 Project No.: 0824000092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

### **Funding**

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.
14. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.
15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Federally ineligible work shall not be paid with federal or local-federal fund types, or the portion of non-federal fund types used to match the federal funds. PARTIES shall ensure any fund type used for federally ineligible work will not exceed the proportional share of fund types within PROJECT COMPONENT.
17. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

### **CALTRANS' Quality Management**

19. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
20. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's

Agreement No. 08-1798  
Project No.: 0824000092  
EA: 08-1P710  
08-SBD-10-3.3/16.6  
SBCTA Contract No. 25-1003249

quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

- 21. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
- 22. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

**CEQA/NEPA Lead Agency**

- 23. CALTRANS is the CEQA Lead Agency for the PROJECT.
- 24. CALTRANS is the NEPA Lead Agency for the PROJECT.

**Environmental Permits, Approvals and Agreements**

- 25. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.
- 26. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
- 27. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
401 Regional Water Quality Control Board
404 US Army Corps of Engineers
State Waste Discharge Requirements (Porter Cologne)/Regional Water Quality Control Board
1602 California Department of Fish & Wildlife

**CONSTRUCTION**

- 28. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
- 29. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

Agreement No. 08-1798  
 Project No.: 0824000092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.20.10.xx Quality Management	YES

30. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
31. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
32. SBCTA will include a Disadvantaged Business Enterprise (DBE) utilization goal in the PROJECT construction contract(s) in accordance with the *Local Assistance Procedures Manual*. SBCTA will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.
33. CALTRANS will not issue an encroachment permit to SBCTA for construction work until the following conditions are met:
  - CALTRANS accepts the final plans, specifications, and estimate
  - CALTRANS accepts the Right-of-Way Certification
  - Any new or amended maintenance agreements required for the WORK are executed.
  - Any new or amended Freeway Agreements required for the WORK are executed.
34. SBCTA will require the construction contractor to furnish payment and performance bonds naming SBCTA as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.
35. SBCTA will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, SBCTA also accepts responsibility to administer the construction contract.
36. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) working days, the IMPLEMENTING AGENCY will not award the construction contract.
37. CALTRANS will not issue an encroachment permit to SBCTA's construction contractor until CALTRANS accepts:
  - The payment and performance bonds
  - The CONSTRUCTION Quality Management Plan
38. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and Source Inspection QMP (SIQMP) are subject to review and approval by the State Materials Engineer.

Agreement No. 08-1798 | 08-SBD-10 | EA: 08-1P710

Agreement No. 08-1798

Project No.: 082400092

EA: 08-1P710

08-SBD-10-3.3/16.6

SBCTA Contract No. 25-1003249

39. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations, SBCTA, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
40. SBCTA will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.
41. CALTRANS will review and concur with:
- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
  - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
42. SBCTA will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.
43. SBCTA is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. SBCTA is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
44. SBCTA will submit a written request to CALTRANS for any Department Furnished Materials (DFM) identified in the PROJECT plans, specifications, and estimate a minimum of sixty (60) working days prior to the construction start of work. SBCTA will submit a written request to CALTRANS for any additional DFM deemed necessary during the PROJECT construction.
- CALTRANS will make the DFM available at a CALTRANS-designated location.
45. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:



Agreement No. 08-1798  
 Project No.: 082400092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
  - CALTRANS approves a request from SBCTA for relief from maintenance of the PROJECT or a portion thereof.
46. SBCTA will ensure all necessary maintenance agreements will be executed and/or amended between the local agency with land-use jurisdiction and CALTRANS.
47. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

48. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, SBCTA will furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3, of Chapter 17 in the Project Development Procedures Manual, then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer's name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 8.0. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, SBCTA will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Professional Land Surveyors' Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

### Schedule

49. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
50. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.



## Additional Provisions

### Standards

51. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD Users Manual
  - CALTRANS policies and directives
  - Plans Preparation Manual
  - Project Development Procedures Manual (PDPM)
  - Workplan Standards Guide
  - Construction Manual
  - Encroachment Permits Manual
  - Construction Manual Supplement for Local Agency Resident Engineers
  - Local Agency Structure Representative Guidelines

### Noncompliant Work

52. CALTRANS retains the right to reject noncompliant WORK. SBCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

### Qualifications

53. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

### Consultant Selection

54. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

### Encroachment Permits

55. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide encroachment permits to SBCTA at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
56. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

### Protected Resources

57. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES

Agreement No. 08-1798  
 Project No.: 0824000092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

58. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

59. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

60. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

61. If HM-1 or HM-2 is found, the discovering PARTY will immediately notify all other PARTIES.
62. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds committed in this AGREEMENT.

63. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

Agreement No. 08-1798  
 Project No.: 0824000092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds committed in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

64. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

SBCTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and SBCTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. SBCTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

65. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

#### Claims

66. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
67. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
68. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

#### Accounting and Audits

69. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
70. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

Agreement No. 08-1798 | 08-SBD-10 | EA: 08-1P710

Agreement No. 08-1798  
 Project No.: 0824000092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

71. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and SBCTA will have access to all WORK-related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

72. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
73. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

#### Interruption of Work

74. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
75. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

#### Penalties, Judgments and Settlements

76. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.

Agreement No. 08-1798  
 Project No.: 082400092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

77. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
78. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

79. SBCTA will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. SBCTA will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in PDF format.

Environmental Compliance

80. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

**Road Repair and Accountability Act of 2017 (SB 1)**

81. PARTIES agree to adhere the following:
- The requirements of Senate Bill 1 (SB1), also known as the Road Repair and Accountability Act of 2017 (Beall, Chapter 5, Statutes of 2017).
  - The California Transportation Commission (CTC) SB1 Accountability and Transparency Guidelines adopted for each SB1 fund type.
  - The SB1 procedures and policies established by CALTRANS.
82. In those instances where PARTIES have signed a PROJECT scope, cost, and schedule and benefit baseline data agreement (BASELINE AGREEMENT), PARTIES agree to abide by the terms and conditions of that PROJECT BASELINE AGREEMENT. The PROJECT BASELINE AGREEMENT is attached to and made a part of this AGREEMENT, by reference.
83. Notwithstanding anything to the contrary in this AGREEMENT, PARTIES are not permitted to make changes to the scope, cost, schedule or benefits of the PROJECT, unless approved by CTC.

**GENERAL CONDITIONS**

84. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

**Venue**

85. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and

Agreement No. 08-1798  
 Project No.: 082400092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

### **Exemptions**

86. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

### **Indemnification**

87. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
88. Neither SBCTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

### **Non-parties**

89. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
90. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.



Agreement No. 08-1798  
 Project No.: 0824000092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

### **Ambiguity and Performance**

91. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

92. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

### **Defaults**

93. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

### **Dispute Resolution**

94. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

95. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

### **Prevailing Wage**

96. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles



Agreement No. 08-1798  
Project No.: 0824000092  
EA: 08-1P710  
08-SBD-10-3.3/16.6  
SBCTA Contract No. 25-1003249

1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

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Attachment: [PDF] 25-1003249 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

Agreement No. 08-1798  
 Project No.: 0824000092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

**FUNDING SUMMARY**

FUNDING TABLE					
<u>IMPLEMENTING AGENCY:</u>			<u>SBCTA</u>		
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
FEDERAL	SBCTA	CMAQ <sup>L</sup> (80.00%) (CON)	0	7,000,000	7,000,000
FEDERAL	SBCTA	RSTBGP <sup>L</sup> (80.00%) (CON)	7,008,000 <sup>T</sup>	2,000,000	9,008,000
STATE	SBCTA	TCEP <sup>P</sup> (CON)	0	75,000,000	75,000,000
STATE	SBCTA	LPP-Formula (CON)	0	12,731,000	12,731,000
LOCAL	SBCTA	Measure (CON)	40,700,000	283,269,000 <sup>M</sup>	323,969,000
LOCAL	SBCTA	Measure (TSP)	1,800,000	6,500,000	8,300,000
Totals			49,508,000	386,500,000	436,008,000

<sup>L</sup>Lump sum fund not subject to proportional shares.

<sup>T</sup>Toll Credits have been applied as the 20% non-federal match.

<sup>P</sup>Proportional share based on Baseline Agreement CON cost of \$375,718,000 vs current estimate of \$427,708,000

<sup>M</sup>Used as non-federal match.



Agreement No. 08-1798  
 Project No.: 0824000092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

SPENDING TABLE						
Fund Type	CONST. SUPPORT		CONST. CAPITAL			Totals
	CALTRANS	SBCTA	CALTRANS	SBCTA	DFM	
CMAQ (CON)	0	0	0	7,000,000	0	7,000,000
RSTBGP (CON)	7,008,000	0	0	2,000,000	0	9,008,000
TCEP (CON)	0	0	0	75,000,000	0	75,000,000
LPP-Formula (CON)	0	0	0	12,731,000	0	12,731,000
Measure (CON)	0	40,700,000	0	282,833,000	436,000	323,969,000
Measure (TSP)	0	1,800,000	0	6,500,000	0	8,300,000
Totals	7,008,000	42,500,000	0	386,064,000	436,000	436,008,000

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Agreement No. 08-1798  
 Project No.: 0824000092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

### **Funding**

97. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

98. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

99. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California law, the Administration Rate is capped at 10 percent for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

100. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

101. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If SBCTA invoices for rates in excess of CalHR rates, SBCTA will fund the cost difference and reimburse CALTRANS for any overpayment.

102. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that will change the federal share of funds.

Agreement No. 08-1798  
 Project No.: 0824000092  
 EA: 08-1P710  
 08-SBD-10-3.3/16.6  
 SBCTA Contract No. 25-1003249

103. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

### **Invoicing and Payment**

104. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.
105. If SBCTA has received EFT certification from CALTRANS then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
106. CALTRANS will draw from state and federal funds that are provided by SBCTA without invoicing SBCTA when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
107. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
108. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SBCTA will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
109. If CALTRANS reimburses SBCTA for any costs later determined to be unallowable, SBCTA will reimburse those funds.

### **Construction Support**

110. **No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.**

### **Construction Capital**

111. SBCTA will invoice and CALTRANS will reimburse for actual costs incurred and paid.

### **Department Furnished Materials (DFM)**

112. All Department Furnished Materials (DFM) invoicing will be after execution of this AGREEMENT.

For DFM:

Agreement No. 08-1798  
Project No.: 0824000092  
EA: 08-1P710  
08-SBD-10-3.3/16.6  
SBCTA Contract No. 25-1003249

- Upon request for DFM, CALTRANS will invoice PARTY and PARTY will pay in full before CALTRANS will make DFM available for pick up.

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Agreement No. 08-1798  
Project No.: 0824000092  
EA: 08-1P710  
08-SBD-10-3.3/16.6  
SBCTA Contract No. 25-1003249

**SIGNATURES**

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA DEPARTMENT  
OF TRANSPORTATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Catalino Pining III  
District Director

\_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

**Verification of Funds and Authority:**

\_\_\_\_\_  
Corina Harriman  
District Budget Manager

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

**Certified as to financial terms and policies:**

\_\_\_\_\_  
Darwin Salmos  
HQ Accounting Supervisor

Attachment: [PDF] 25-1003249 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)



**General Contract Information**

Contract No: 18-1001830 Amendment No.: 1  
 Contract Class: Payable Department: Toll Operations  
 Vendor No.: 00450 Vendor Name: California Department of Transportation (Caltrans)  
 Description: I-10 Corridor Contract 1 and 2 Toll Facility Agreement

Dollar Amount					
Original Contract	\$	-	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>-</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>-</b>

**Contract Authorization**  
 Board of Directors                      Date: 03/05/2025 Board                      Item # 11385

**Contract Management (Internal Purposes Only)**  
 Zero Dollar Contracts                      Sole Source? N/A No Budget Adjustment                       
 Zero Dollar                      MOU/COOP/JPA (zero dollar contract)                      N/A                     

**Accounts Payable**  
 Estimated Start Date: 01/04/2018 Expiration Date: 12/31/2039 Revised Expiration Date: 12/31/2079

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								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Parent Contract                      PM Description                       
 Z-Related Contracts                     

Philip Chu Tim Byrne  
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:                     

Attachment: CSS 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

AMENDMENT NO. 1  
TO  
CALIFORNIA DEPARTMENT OF TRANSPORTATION AND SAN BERNARDINO  
COUNTY TRANSPORTATION AUTHORITY TOLL FACILITY AGREEMENT  
(INCLUDING REAL PROPERTY LEASE)  
FOR  
INTERSTATE 10 EXPRESS LANES IN SAN BERNARDINO COUNTY  
AGREEMENT NO.18-1001830

This Amendment No. 1 to Agreement No. 18-1001830 is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and the California Department of Transportation (CALTRANS). SBCTA and CALTRANS are each a “Party” and collectively the “Parties”.

**RECITALS:**

- A. WHEREAS, SBCTA and Caltrans entered into a Toll Facility Agreement (Including Real Property Lease) Interstate 10 (I-10) Contract 1 Express Lanes in San Bernardino County, SBCTA Agreement No. 18-1001830 (the “Agreement”), setting forth the roles and obligations of the Parties as relates to the tolled and non-tolled improvements and the operation of a toll facility on I-10 constructed by SBCTA;
- B. WHEREAS, the Agreement provides that SBCTA is the Party responsible for maintenance of the Toll Facility, and Caltrans is the Party responsible for the maintenance of the General Purpose Lanes, as those terms are defined in the Agreement;
- C. WHEREAS, pursuant to that certain Design-Build Cooperative Agreement entered into between SBCTA and Caltrans dated July 28, 2017 (08-1645, 17-1001736), SBCTA contracted with a design-build contractor to construct the I-10 Express Lanes Contract 1;
- D. WHEREAS, the purpose of this Amendment No. 1 is to include the subsequent phases of the I-10 Express Lanes Corridor Project, specifically Contract 2, described as constructing one express lane in each direction from just west of Interstate 15 in the City of Ontario to just east of Pepper Avenue in the City of Colton. The Project will be constructed in multiple construction packages, namely Contract 2A (EA 1P710) from Interstate 15 to Sierra Avenue (PM 10.0 to 16.6), Contract 2B (EA 1P720) from Sierra Avenue to Pepper Avenue (PM 16.6 to 21.0), Toll System Provider (EA 1P730) from PM 10.0 to 21.0 and Landscaping (EA OC256) from PM 10.0 to 21.0. Collective as I-10 Express Lanes Contract 2;
- E. WHEREAS, the I-10 Express Lanes Contract 2 will be delivered via the traditional design, bid, build method;
- F. WHEREAS, pursuant to that certain Design Cooperative Agreement entered into between SBCTA and Caltrans dated August 29, 2022 (09-1753, 23-1002834), for the design of the I-10 Express Lanes Contract 2;

- G. WHEREAS, the Parties have, prior to or concurrent with this Amendment, negotiated and entered into Construction Cooperative Agreement for the construction of the I-10 Express Lanes Contract 2; and
- H. WHEREAS, this Amendment No. 1 also updates Exhibit A, General Description of the I-10 Corridor Contract 1 & 2 Express Lanes Toll Facility; Exhibit C, Legal Description of Contract 1 Toll Facility; and Exhibit D, Memorandum of Agreement for I-10 Express Lanes Contract 1.

**IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:**

**1. Provisions 3.17, 3.19 and 3.30 of the Agreement are deleted and replaced in their entirety with the following:**

**3.17 General Purpose Lanes.** The term “General Purpose Lanes” shall be defined as those non-tolled, traditional highway improvements, including but not limited to freeway lanes, ramps, shoulders, structures, embankments, cut slopes, drainage facilities, utilities, median barriers, safety devices, traffic control devices, or signage owned and operated by Caltrans.

**3.19 I-10 Express Lanes.** The term “I-10 Express Lanes” shall be defined as the Toll Facilities already constructed or being considered for construction in San Bernardino County pursuant to I-10 Express Lanes Contracts 1 and 2, which are the subject of this Agreement.

**3.30 Toll Facility.** The term “Toll Facility” shall be defined as the pavement and associated pavement markings, signage, traffic control devices, electronic toll collection system (ETC), ETC structures, ETC communications networks, and ETC intelligent transportation systems (ITS) comprising the I-10 Express Lanes, as depicted on Exhibit A.

**2. The following new Provision 3.32 is added to the Agreement:**

**3.32 Construction Cooperative Agreement.** The term "Construction Cooperative Agreement" shall be defined as that certain separate agreement entered into by and between SBCTA and Caltrans relating to the Parties' respective obligations for the construction of the Toll Facility and any non-toll facilities, as the same may be amended from time to time.

**3. Provision 4.2 is deleted and replaced in its entirety with the following:**

**4.2 Term of Use Rights**

The term of this Agreement and the rights described above in Section 4.1(a) shall be fifty (50) years commencing as of the first day on which the last phase of the Toll Facility opens for public use and toll operations. If toll revenues are found to be insufficient to fund those expenses authorized and required by Streets and Highways Code section 149.7 subdivision (e)(4) and refinancing of the debt is required, this Agreement, including the Lease term, may be renegotiated and extended to provide for an extended financing term.

**4. The following subparagraphs are added to Provision 5.3 Tolls:**

(e) It is the intent of the Parties that tolls shall be determined using a Congestion Pricing model in order to satisfy the Project’s financial obligations while balancing the objectives of traffic management and throughput.

(f) In accordance with section 166(d) of Title 23 of the United States Code, SBCTA will, in cooperation and coordination with Caltrans, establish, manage, support and operate a performance

monitoring, evaluation and reporting program for the Toll Facility that provides continuous monitoring, assessment, and reporting of the impact that tolled vehicles may have on the operation of the Toll Facility. SBCTA will, in cooperation and coordination with Caltrans, take actions necessary to ensure that the minimum speed of vehicles using the Toll facility complies with the standards established under section 166(d) of Title 23 of the United States Code, including, but not limited to, limiting or restricting the use of the Toll Facility by toll vehicles or varying the toll rates.

**5. New Provision 6.2 is added to the Agreement:**

**6.2 Construction Cooperative Agreement.** The Parties intend that the Toll Facility specifically I-10 Express Lanes Contract 2 and other non-toll improvements will be completed pursuant to the terms of the separate Construction Cooperative Agreement, provided that nothing in this Agreement is intended to obligate SBCTA to complete the Toll Facility.

**7. Provision 8.1 is deleted and replaced with the following:**

**8.1 SBCTA Responsibility for Toll Facility Maintenance.** SBCTA shall be responsible for regular inspection and maintenance of the Toll Facility, including ETC Equipment as well as for the regular inspection and maintenance of all components of those structures which directly connect the Toll Facility to other tolled facilities unless SBCTA contracts such obligations to Caltrans. Caltrans shall not require an encroachment permit for SBCTA to perform Toll Facility Maintenance.

**8. Provision 25 is deleted and replaced with the following:**

**25. Notice.** Any notice provided pursuant to or required by this Agreement shall be in writing and shall be deemed sufficiently provided when sent by certified mail, return receipt requested, to the Parties at the following addresses:

SBCTA:  
San Bernardino County Transportation Authority  
1170 W. Third Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410  
Attn: Director of Express Lanes

Caltrans:  
California Department of Transportation  
464 West Fourth Street  
San Bernardino, CA 92401  
Attn: Deputy District Director, Traffic  
Operations

Fax (909) 885-4407

Fax (909) 383-4138

**9. New Provision 44 is added to the Agreement:**

**44. Compliance with Title 23 United States Code Section 129.** Beginning on the first anniversary of the Toll Facility opening to traffic, and on each anniversary thereafter, SBCTA shall prepare a certification concerning the adequate maintenance of the Toll Facility, and shall further prepare an audit of the Authority's records of the Toll Facility. Caltrans will review and approve the certification and audit, and if appropriate, submit them to the FHWA. SBCTA may use an independent auditor to prepare the audit.

10. Exhibits A and D, attached hereto, replace the original Exhibits A and D to the Agreement and are incorporated herein.

11. Exhibit C, the legal description of the Contract 1 tolling facilities leased by Caltrans to SBCTA, is attached hereto and incorporated herein.

12. The Recitals set forth above are incorporated herein by this reference.

13. Except as amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect and are incorporated herein by this reference.

14. This Amendment No. 1 is effective when fully executed by both Parties.

IN WITNESS WHEREOF, the PARTIES hereto have duly executed this Amendment No. 1 below.

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

By: \_\_\_\_\_  
Catalino Pining III  
District 8 Director

**Approved as to Form:**

Approved as to Form and Procedure:

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

By: \_\_\_\_\_  
Attorney  
Department of Transportation

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Attachment: [PDF] 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)



EXHIBIT A

General Description of the I-10 Corridor Contract 1 & 2 Express Lanes Toll Facility

The I-10 Corridor Contract 1&2 Express Lanes Project will include the addition of freeway lanes along the 21-mile segment of Interstate 10 (I-10) between the Los Angeles/San Bernardino (LA/SBd) County Line and the Pepper Avenue in Colton, CA to implement Express Lanes in each direction. The Express Lanes will serve both high occupancy vehicles (HOVs) and single occupancy vehicles (SOVs). The improvements are primarily within San Bernardino County, with minor improvements in Los Angeles County to accommodate the roadway transition between the existing high occupancy vehicle (HOV) cross section in Los Angeles County and the proposed Express Lane cross section in San Bernardino County.

FIGURE 1

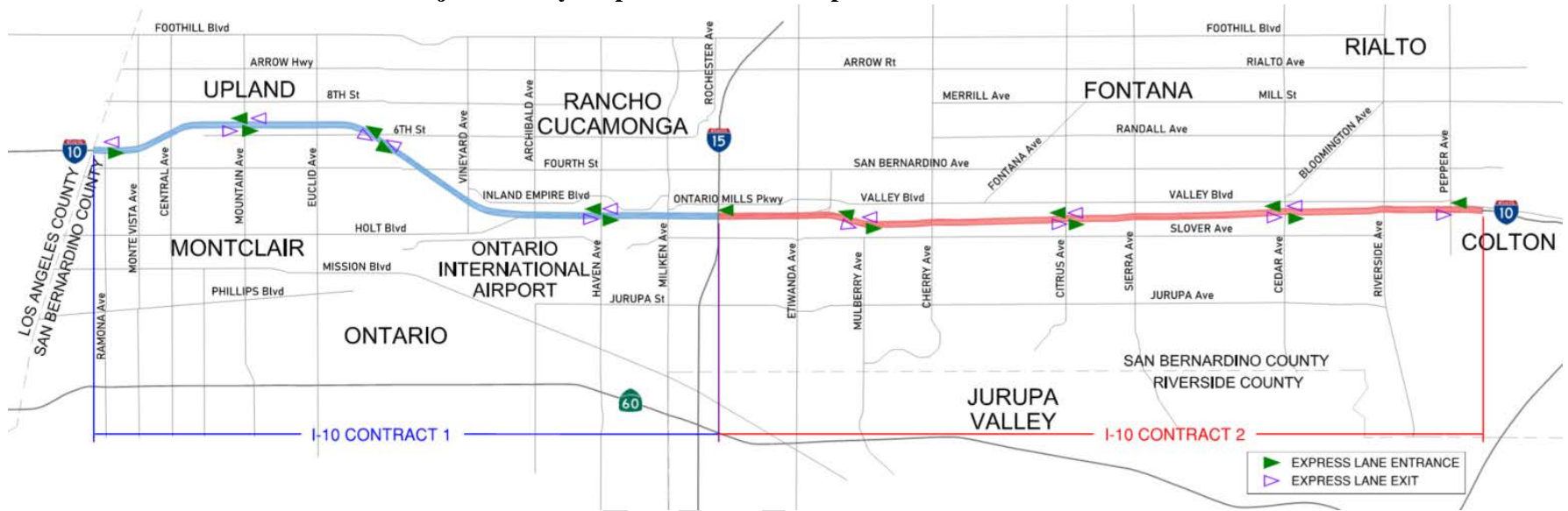
I-10 Contract 1 & 2 Express Lanes Toll Facility Map



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FIGURE 2

Project Vicinity Map- I-10 Corridor Express Lanes Contract 1 & 2



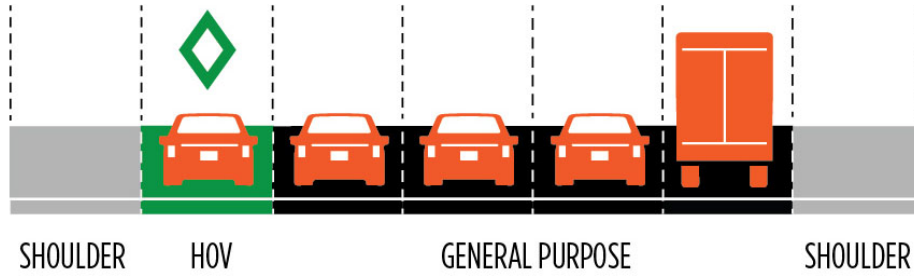
Attachment: [PDF] 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA



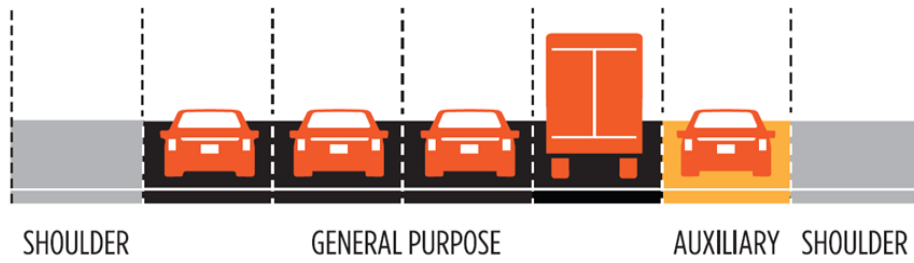
Figure 3 – Typical Cross-Sections

Proposed Cross-Sections

EXISTING I-10 CONTRACT 1

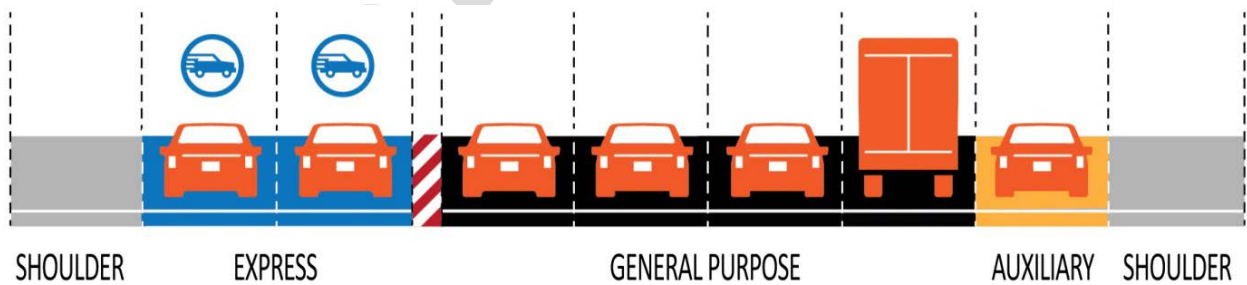


County Line to Haven Avenue



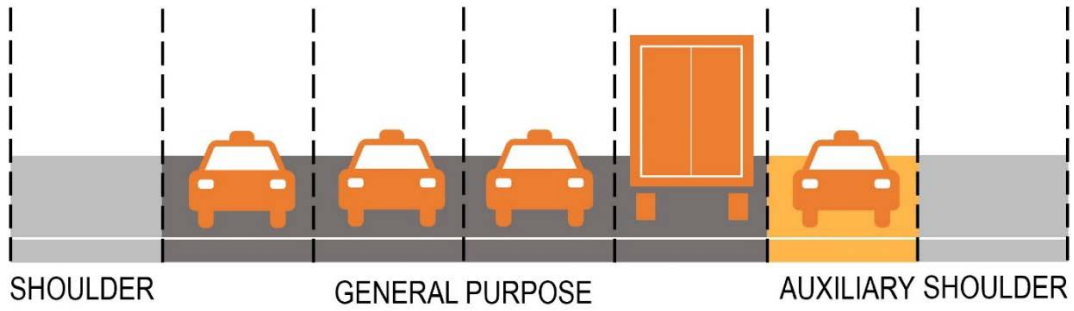
Haven Avenue to I-15

PROPOSED I-10 CONTRACT 1



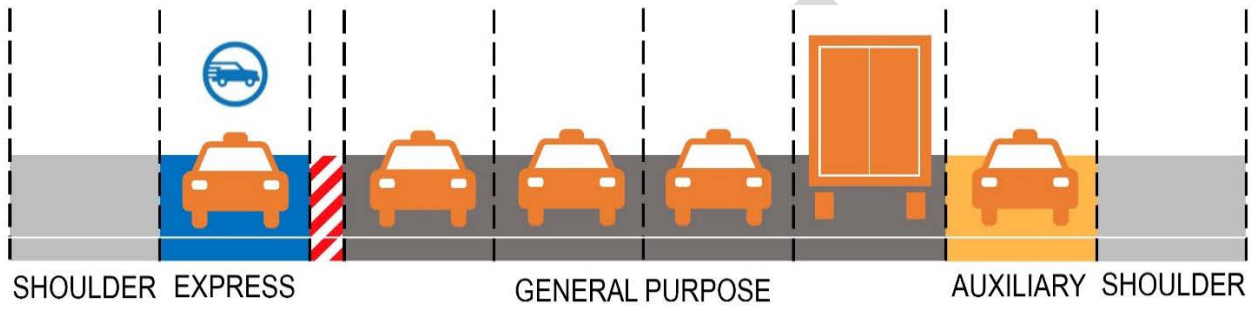
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**EXISTING I-10 CONTRACT 2**



I-15 to Pepper Ave

**PROPOSED I-10 CONTRACT 2**



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## EXHIBIT C –

### LEGAL DESCRIPTION

#### INTERSTATE 10 TOLLING FACILITIES (CONTRACT 1)

(Contract 2 To be completed prior to facility opening)

For Toll Lane Facilities in the Cities of Montclair, Ontario, and Upland, County of San Bernardino, State of California, situated in Sections 19 and 20, Township 1 South, Range 6 West; in Sections 16, 17, 18, 21,22, 23 and 24, Township 1 South, Range 7 West; and in Sections 13,14 and 15, Township 1 South, Range 8 West; all of the San Bernardino Meridian, described as follows:

#### Interstate 10 Alignment “A” for Reference:

**Commencing** at the centerline intersection of Monte Vista Avenue with Palo Verde Street (west of Monte Vista Avenue) as shown on Record of Survey No. 2018-0185, filed in Book 166, Pages 24 through 38 of Record of Survey, records of said County, the bearing of said Monte Vista Avenue being North 00°04'42” West per said Record of Survey; thence North 85°21'30” West 1822.75 feet to a point on Alignment “A” at Station 1017+99.92 and the **True Point of Beginning**; thence South 88°29'29" East 452.52 feet to Station 1022+52.45 and a curve concave northwesterly having a radius of 5000.00 feet; thence northeasterly 2580.53 feet along said curve through a central angle of 29°34'14" to Station 1048+32.97; thence North 61°56'17" East 1116.70 feet to Station 1059+49.67; thence North 62°11'30" East 400.31 feet to Station 1063+49.98; thence North 61°42'04" East 661.60 feet to Station 1070+11.58 and a curve concave southeasterly having a radius of 3500.00 feet; thence northeasterly 1704.34 feet along said curve through a central angle of 27°54'02" to Station 1087+15.92; thence North 89°36'06" East 3353.05 feet to Station 1120+68.97; thence South 89°55'19" East 630.97 feet to Station 1126+99.94 and a curve concave northerly having a radius of 20000.00 feet; thence easterly 510.91 feet along said curve through a central angle of 01°27'49" to Station 1132+10.85 and a reverse curve concave southerly having a radius of 20000.00 feet; thence easterly 344.62 feet along said curve through a central angle of 00°59'14"

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10/7/2024

Page 1 of 7 Pages

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to Station 1135+55.47; thence North  $89^{\circ}36'06''$  East 6464.72 feet to Station 1200+20.19 and a curve concave southwesterly having a radius of 4999.74 feet; thence southeasterly 2123.07 feet along said curve through a central angle of  $24^{\circ}19'47''$  to Station 1221+43.26 and a compound curve concave southwesterly having a radius of 4800.00 feet; thence southeasterly 896.73 feet along said curve through a central angle of  $10^{\circ}42'14''$  to Station 1230+39.99; thence South  $55^{\circ}21'52''$  East 1591.73 feet to Station 1246+31.72; thence South  $55^{\circ}50'55''$  East 1441.59 feet to Station 1260+73.31; thence South  $55^{\circ}31'50''$  East 4078.30 feet to Station 1331+51.61 and a curve concave southwesterly having a radius of 25000.00 feet; thence southeasterly 168.92 feet along said curve through a central angle of  $00^{\circ}23'14''$  to Station 1303+20.53; thence South  $55^{\circ}08'36''$  East 1424.26 feet to Station 1317+44.79 to a curve concave northeasterly having a radius of 5000.00 feet; thence southeasterly 428.75 feet along said curve through a central angle of  $04^{\circ}54'47''$  to Station 1321+73.54 and a compound curve concave northeasterly having a radius of 20000.00 feet; thence southeasterly 300.22 feet along said curve through a central angle of  $00^{\circ}51'36''$  to Station 1324+73.76 and a compound curve concave northeasterly having a radius of 7071.00 feet; thence southeasterly 2145.83 feet along said curve through a central angle of  $17^{\circ}23'15''$  to Station 1346+19.59 and a compound curve concave northerly having a radius of 9000.00 feet; thence easterly 1651.65 feet along said curve through a central angle of  $10^{\circ}30'53''$  to Station 1362+71.24; thence South  $88^{\circ}49'08''$  East 1023.46 feet to Station 1372+94.70 and a curve concave northerly having a radius of 20000.00 feet; thence easterly 391.99 feet along said curve through a central angle of  $01^{\circ}07'23''$  to Station 1376+86.69; thence South  $89^{\circ}56'31''$  East 18756.63 feet to Station 1564+43.32 and a curve concave northerly having a radius of 25005.00 feet; thence easterly 1377.75 feet along said curve through a central angle of  $03^{\circ}09'25''$  to Station 1578+21.07 and the **Point of Termination**.

## Interstate 10 Tolling Area

**Commencing** at said Alignment "A" Station 1017+99.92 as described above; thence along said Alignment "A" South  $88^{\circ}29'29''$  East 350.08 feet to Station 1021+50.00 and the **True Point of Beginning**; thence leaving said Alignment "A" North  $01^{\circ}30'31''$  East 27.00 feet; thence South  $88^{\circ}29'29''$  East 102.45 feet to a curve concave northerly having a radius of 4973.00 feet; thence easterly 1972.50 feet along said curve through a central angle of  $22^{\circ}43'33''$  feet to a

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10/7/2024

Page 2 of 7 Pages

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compound curve concave northwesterly having a radius of 4216.80 feet; thence northeasterly 306.76 feet along said curve through a central angle of 04°10'05"; thence North 64°36'53" East 54.96 feet to a curve concave northwesterly having a radius of 4971.00 feet; thence northeasterly 232.24 feet along said curve through a central angle of 02°40'36"; thence North 61°56'17" East 1116.76 feet; thence North 62°11'30" East 400.25 feet; thence North 61°42'04" East 201.37 feet; thence North 61°12'11" East 460.02 feet to a non-tangent curve concave southeasterly having a radius of 3533.00 feet, a radial line to said curve bears North 28°18'02" West; thence northeasterly 1720.52 feet along said curve through a central angle of 27°54'08"; thence non-tangent to said curve North 89°06'14" East 1496.14 feet; thence North 89°36'06" East 151.16 feet; thence South 89°54'00" East 920.03 feet; thence North 89°36'06" East 785.97 feet; thence South 89°55'19" East 631.13 feet to a curve concave northerly having a radius of 19962.00 feet; thence easterly 509.94 feet along said curve through a central angle of 01°27'49" to a reverse curve concave southerly having a radius of 20038.00 feet; thence easterly 345.27 feet along said curve through a central angle of 00°59'14"; thence North 89°36'06" East 197.45; thence South 89°54'00" East 345.01 feet; thence North 89°36'06" East 4682.08 feet; thence South 89°54'00" East 230.01 feet; thence North 89°36'06" East 1010.20 feet to a curve concave southerly having a radius of 5032.74 feet; thence easterly 115.56 feet along said curve through a central angle of 01°18'56" to a non-tangent curve concave southerly having a radius of 5037.05 feet, a radial line to said curve bears North 00°25'27" East; thence easterly 1042.80 feet along said curve through a central angle of 11°51'42" to a non-tangent curve concave southwesterly having a radius of 5042.54 feet, a radial line to said curve bears North 12°17'03" East; thence southeasterly 231.99 feet along said curve through a central angle of 02°38'09" to a non-tangent curve concave southwesterly having a radius of 5043.74 feet, a radial line to said curve bears North 15°24'50" East; thence southeasterly 749.81 feet along said curve through a central angle of 08°31'03" to a compound curve concave southwesterly having a radius of 4844.00 feet; thence southeasterly 788.91 feet along said curve through a central angle of 09°19'53" to a non-tangent curve concave southwesterly having a radius of 4842.74 feet, a radial line to said curve bears North 33°45'23" East; thence southeasterly 116.04 feet along said curve through a central angle of 01°22'22"; thence non-tangent to said curve South 54°51'59" East 575.03 feet; thence South 55°21'52" East 870.01 feet; thence South 55°15'53" East 219.69 feet; thence



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10/7/2024

Page 3 of 7 Pages

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Attachment: [PDF] 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

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South 55°50'55" East 1368.42 feet; thence South 55°31'50" East 1319.79 feet; thence South 56°01'44" East 115.00 feet; thence South 55°31'50" East 648.00 feet; thence South 55°01'56" East 115.00 feet; thence South 55°31'50" East 136.77 feet; thence South 55°07'49" East 1145.38 feet; thence South 55°31'50" East 598.49 feet to a curve concave southwesterly having a radius of 25029.00 feet; thence southeasterly 169.11 feet along said curve through a central angle of 00°23'14"; thence South 55°08'36" East 1424.26 feet to a curve concave northeasterly having a radius of 4971.00 feet; thence southeasterly 426.26 feet along said curve through a central angle of 04°54'47" to a compound curve concave northeasterly having a radius of 19971.00 feet; thence southeasterly 98.32 feet along said curve through a central angle of 00°16'55" to a non-tangent curve concave northeasterly having a radius of 19969.54 feet, a radial line to said curve bears South 29°12'02" West; thence southeasterly 201.46 feet along said curve through a central angle of 00°34'41" to a non-tangent curve concave northeasterly having a radius of 7038.13 feet, a radial line to said curve bears South 28°37'14" West; thence southeasterly 499.74 feet along said curve through a central angle of 04°04'06" to a non-tangent curve concave northeasterly having a radius of 5990.94 feet, a radial line to said curve bears South 24°33'03" West; thence southeasterly 288.49 feet along said curve through a central angle of 02°45'33" to a non-tangent curve concave northeasterly having a radius of 5990.00 feet, a radial line to said curve bears South 22°15'24" West; thence southeasterly 617.33 feet along said curve through a central angle of 05°54'18" to a compound curve concave northerly having a radius of 6713.00 feet; thence easterly 1323.31 feet along said curve through a central angle of 11°17'40"; thence South 84°56'34" East 1134.60 feet to a non-tangent curve concave northerly having a radius of 14964.43 feet, a radial line to said curve bears South 05°33'24" West; thence easterly 458.94 feet along said curve through a central angle of 01°45'26" to a non-tangent curve concave northerly having a radius of 14967.00 feet, a radial line to said curve bears South 03°18'00" West; thence easterly 682.82 feet along said curve through a central angle of 02°36'50" to a non-tangent curve concave northerly having a radius of 14966.93 feet, a radial line to said curve bears South 01°11'08" West; thence easterly 114.76 feet along said curve through a central angle of 00°26'21" to a non-tangent curve concave northerly having a radius of 19968.00 feet, a radial line to said curve bears South 00°14'49" West; thence easterly 65.76 feet along said curve through a central angle of 00°11'19"; thence South 89°56'31" East 313.31 feet; thence North 89°33'36" East 115.00 feet; thence

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10/7/2024

Page 4 of 7 Pages

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Attachment: [PDF] 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

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South 89°56'31" East 2401.00 feet; thence North 89°33'36" East 575.02 feet; thence South 89°56'31" East 1832.00 feet; thence North 89°33'36" East 115.00 feet; thence South 89°56'31" East 137.00 feet; thence South 89°26'37" East 115.00 feet; thence South 89°56'31" East 1391.00 feet; thence South 89°26'37" East 1035.04 feet; thence South 89°56'31" East 1979.00 feet; thence South 89°50'32" East 575.00 feet; thence South 89°56'31" East 831.00 feet; thence North 89°57'31" East 575.00 feet; thence South 89°56'31" East 2036.00 feet; thence North 89°33'36" East 460.02 feet; thence South 89°56'31" East 423.00 feet; thence South 89°26'37" East 689.92 feet; thence South 89°56'31" East 3158.32 feet to a curve concave northerly having a radius of 24978.00 feet; thence easterly 1055.54 feet along said curve through a central angle of 02°25'16"; thence non-tangent to said curve North 87°08'19" East 250.01 feet; thence South 02°56'12" East 27.92 feet to said Alignment "A" at Station 1577+50.28 and a non-tangent curve concave northerly having a radius of 25005.00 feet, a radial line to said curve bears South 02°56'12" East; thence westerly 1306.96 feet along said curve and said Alignment "A" through a central angle of 02°59'41"; thence continuing along said Alignment "A" North 89°56'31" West 6543.24 feet to Station 1499+00.08; thence leaving said Alignment "A" South 00°13'04" West 29.00 feet; thence North 89°56'31" West 3633.00 feet; thence South 89°33'36" West 1035.04 feet; thence North 89°56'31" West 227.86 feet; thence North 89°07'24" West 770.08 feet; thence North 89°56'31" West 944.14 feet; thence South 31°13'00" East 12.80 feet; thence South 89°33'36" West 121.65 feet; thence North 89°56'31" West 137.00 feet; thence North 89°26'37" West 115.00 feet; thence North 89°56'31" West 1282.00; thence North 89°26'37" West 575.02 feet; thence North 89°56'31" West 2951.00 feet; thence North 89°26'37" West 115.00 feet; thence North 89°56'31" West 313.31 feet to a curve concave northerly having a radius of 20032.00 feet; thence westerly 34.06 feet along said curve through a central angle of 00°05'51" to a non-tangent curve concave northerly having a radius of 20031.48 feet, a radial line to said curve bears South 00°39'28" East; thence westerly 211.37 feet along said curve through a central angle of 00°36'17" to a non-tangent curve concave northerly having a radius of 20035.00 feet, a radial line to said curve bears South 00°45'36" West; thence westerly 147.24 feet along said curve through a central angle of 00°25'16"; thence North 88°49'08" West 406.70 feet; thence North 89°19'01" West 230.01 feet; thence

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10/7/2024

Page 5 of 7 Pages

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North 88°49'08" West 386.76 feet to a curve concave northerly having a radius of 9037.00 feet; thence westerly 1658.44 feet along said curve through a central angle of 10°30'53" to a compound curve concave northeasterly having a radius of 7108.00 feet; thence northwesterly 1954.76 feet along said curve through a central angle of 15°45'25" to a non-tangent curve concave northeasterly having a radius of 7049.08 feet, a radial line to said curve bears South 27°56'10" West; thence northwesterly 202.28 feet along said curve through a central angle of 01°38'39" to a non-tangent curve concave northeasterly having a radius of 20033.24 feet, a radial line to said curve bears South 29°34'30" West; thence northwesterly 300.74 feet along said curve through a central angle of 00°51'36" to a non-tangent curve concave northeasterly having a radius of 5025.23 feet, a radial line to said curve bears South 30°25'49" West; thence northwesterly 431.41 feet along said curve through a central angle of 04°55'08"; thence non-tangent to said curve North 55°08'36" West 1424.26 feet to a curve concave southwesterly having a radius of 24971.00 feet; thence northwesterly 168.72 feet along said curve through a central angle of 00°23'14"; thence North 55°31'50" West 2017.61 feet; thence North 56°01'44" West 270.89 feet; thence North 55°31'50" West 479.24 feet; thence North 55°01'55" West 270.89 feet; thence North 55°31'50" West 913.00 feet; thence North 56°13'28" West 1264.86 feet; thence North 55°50'55" West 303.44 feet; thence North 55°21'52" West 1591.89 feet to a curve concave southwesterly having a radius of 4762.00 feet; thence northwesterly 889.63 feet along said curve through a central angle of 10°42'14" to a compound curve concave southwesterly having a radius of 4961.74 feet; thence northwesterly 208.67 feet along said curve through a central angle of 02°24'34" to a non-tangent curve concave southwesterly having a radius of 4964.14 feet, a radial line to said curve bears North 21°52'47" East; thence northwesterly 799.30 feet along said curve through a central angle of 09°13'32" to a non-tangent curve concave southerly having a radius of 4966.74 feet, a radial line to said curve bears North 12°17'49" East; thence westerly 1100.49 feet along said curve through a central angle of 12°41'43"; thence South 89°36'06" West 1370.20 feet; thence South 89°06'13" West 230.01 feet; thence South 89°36'06" West 2827.00 feet; thence South 89°21'09" West 690.01 feet; thence South 89°36'06" West 1347.53 feet to a curve concave southerly having a radius of 19962.00 feet; thence westerly 343.96 feet along said curve through a central angle of 00°59'14" to a reverse curve concave northerly having a radius of

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10/7/2024

Page 6 of 7 Pages

DRAFT

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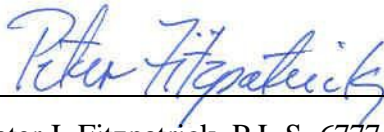


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20038.00 feet; thence westerly 511.89 feet along said curve through a central angle of  $01^{\circ}27'49''$ ; thence North  $89^{\circ}55'19''$  West 630.81 feet; thence South  $89^{\circ}36'06''$  West 755.95 feet; thence North  $89^{\circ}54'00''$  West 575.02 feet; thence South  $89^{\circ}36'06''$  West 1560.01 feet; thence North  $89^{\circ}54'00''$  West 459.84 feet to a non-tangent curve concave southeasterly having a radius of 3471.00 feet, a radial line to said curve bears North  $00^{\circ}21'49''$  West; thence southwesterly 1692.33 feet along said curve through a central angle of  $27^{\circ}56'07''$ ; thence South  $61^{\circ}42'04''$  West 661.72 feet; thence South  $62^{\circ}11'30''$  West 400.37 feet; thence South  $61^{\circ}56'17''$  West 656.53 feet; thence South  $61^{\circ}26'24''$  West 460.12 feet to a non-tangent curve concave northwesterly having a radius of 5033.00 feet, a radial line to said curve bears South  $28^{\circ}03'43''$  East; thence southwesterly 2096.72 feet along said curve through a central angle of  $23^{\circ}52'09''$ ; thence along the radial line of said curve North  $04^{\circ}11'34''$  West 33.00 feet to said Alignment "A" at Station 1027+50.00 and a non-tangent curve concave northerly having a radius of 5000.00 feet, a radial line to said curve bears South  $04^{\circ}11'34''$  East; thence westerly 497.55 feet along said curve and said Alignment "A" through a central angle of  $05^{\circ}42'06''$ ; thence continuing along said Alignment "A" North  $88^{\circ}29'29''$  West 102.45 feet to the **TRUE POINT OF BEGINNING**.

Containing 81.743 acres.

Prepared under the direction of:



Peter J. Fitzpatrick, P.L.S. 6777

10/07/2024

Date



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10/7/2024

Page 7 of 7 Pages

DRAFT

Attachment: [PDF] 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

Map Check Report

Project: Default  
 Alignment: 17403  
 Description: Express Lanes Description Area

Type	Point Name\ Direction	Length	Northing	Easting	Elevation
POB	( ) N 1°30'31" E	27.00	1852258.859	6651566.694	0.000
PI	( ) S 88°29'29" E	102.45	1852285.850	6651567.405	0.000
BC	( ) Radius: 4973.00 Delta: 22°43'33" Length: 1972.50 Chord: 1959.59 Tangent: 999.38 Middle Ordinate: 97.48 External: 99.43		1852283.152	6651669.816	0.000
CC	( ) S 1°30'31" W (Radial) N 80°08'45" E (Chord) S 21°13'02" E (Radial)		1857254.428	6651800.751	0.000
PCC	( ) Radius: 4216.80 Delta: 4°10'05" Length: 306.76 Chord: 306.69 Tangent: 153.45 Middle Ordinate: 2.79 External: 2.79		1852618.520	6653600.496	0.000
CC	( ) S 21°13'02" E (Radial) N 66°41'56" E (Chord) S 25°23'07" E (Radial)		1856549.490	6652074.421	0.000
EC	( ) N 64°36'53" E	54.96	1852739.835	6653882.169	0.000
BC	( ) Radius: 4971.00 Delta: 2°40'36" Length: 232.24 Chord: 232.22 Tangent: 116.14 Middle Ordinate: 1.36 External: 1.36		1852763.397	6653931.824	0.000
CC	( ) S 25°23'07" E (Radial) N 63°16'35" E (Chord) S 28°03'43" E (Radial)		1857254.428	6651800.751	0.000
EC	( ) N 61°56'17" E	1116.76	1852867.821	6654139.237	0.000
PI	( ) N 62°11'30" E	400.25	1853393.174	6655124.711	0.000
PI	( ) N 61°42'04" E	201.37	1853579.897	6655478.739	0.000
PI	( ) N 61°12'11" E	460.02	1853675.360	6655656.041	0.000
BC	( ) Radius: 3533.00 Delta: 27°54'08" Length: 1720.52		1853896.953	6656059.169	0.000

Attachment: [PDF] 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

Chord:	1703.57			
Tangent:	877.67			
Middle Ordinate:	104.22			
External:	107.38			
S 28°18'02" E (Radial)				
CC ( )		1850786.240	6657734.147	0.000
N 75°39'02" E (Chord)				
S 0°23'54" E (Radial)				
EC ( )		1854319.155	6657709.588	0.000
N 89°06'14" E	1496.14			
PI ( )		1854342.554	6659205.541	0.000
N 89°36'06" E	151.16			
PI ( )		1854343.605	6659356.694	0.000
S 89°54'00" E	920.03			
PI ( )		1854342.000	6660276.727	0.000
N 89°36'06" E	785.97			
PI ( )		1854347.464	6661062.682	0.000
S 89°55'19" E	631.13			
BC ( )		1854346.603	6661693.811	0.000
Radius:	19962.00			
Delta:	1°27'49"			
Length:	509.94			
Chord:	509.93			
Tangent:	254.99			
Middle Ordinate:	1.63			
External:	1.63			
S 0°04'41" W (Radial)				
CC ( )		1874308.585	6661721.030	0.000
N 89°20'47" E (Chord)				
S 1°23'08" E (Radial)				
PRC ( )		1854352.421	6662203.708	0.000
Radius:	20038.00			
Delta:	0°59'14"			
Length:	345.27			
Chord:	345.27			
Tangent:	172.64			
Middle Ordinate:	0.74			
External:	0.74			
S 1°23'08" E (Radial)				
CC ( )		1834320.280	6662688.223	0.000
N 89°06'29" E (Chord)				
S 0°23'54" E (Radial)				
EC ( )		1854357.795	6662548.931	0.000
N 89°36'06" E	197.45			
PI ( )		1854359.168	6662746.372	0.000
S 89°54'00" E	345.01			
PI ( )		1854358.566	6663091.384	0.000
N 89°36'06" E	4682.08			
PI ( )		1854391.113	6667773.353	0.000
S 89°54'00" E	230.01			
PI ( )		1854390.712	6668003.361	0.000
N 89°36'06" E	1010.20			
BC ( )		1854397.734	6669013.533	0.000
Radius:	5032.74			
Delta:	1°18'56"			
Length:	115.56			
Chord:	115.56			
Tangent:	57.78			
Middle Ordinate:	0.33			
External:	0.33			
S 0°23'54" E (Radial)				
CC ( )		1849365.116	6669048.518	0.000
S 89°44'26" E (Chord)				

PCC ( )	S 0°55'02" W (Radial)	1854397.211	6669129.092	0.000
	Radius: 5037.05			
	Delta: 11°51'42"			
	Length: 1042.80			
	Chord: 1040.94			
	Tangent: 523.27			
	Middle Ordinate: 26.96			
	External: 27.11			
CC ( )	S 0°25'27" W (Radial)	1849360.297	6669091.802	0.000
	S 83°38'42" E (Chord)			
PCC ( )	S 12°17'09" W (Radial)	1854281.990	6670163.635	0.000
	Radius: 5042.54			
	Delta: 2°38'09"			
	Length: 231.99			
	Chord: 231.97			
	Tangent: 116.01			
	Middle Ordinate: 1.33			
	External: 1.33			
CC ( )	S 12°17'03" W (Radial)	1849354.907	6669090.780	0.000
	S 76°23'52" E (Chord)			
PCC ( )	S 14°55'13" W (Radial)	1854227.437	6670389.095	0.000
	Radius: 5043.74			
	Delta: 8°31'03"			
	Length: 749.81			
	Chord: 749.12			
	Tangent: 375.59			
	Middle Ordinate: 13.93			
	External: 13.97			
CC ( )	S 15°24'50" W (Radial)	1849365.116	6669048.518	0.000
	S 70°19'38" E (Chord)			
PCC ( )	S 23°55'54" W (Radial)	1853975.249	6671094.485	0.000
	Radius: 4844.00			
	Delta: 9°19'53"			
	Length: 788.90			
	Chord: 788.03			
	Tangent: 395.32			
	Middle Ordinate: 16.05			
	External: 16.10			
CC ( )	S 23°55'54" W (Radial)	1849547.684	6669129.541	0.000
	S 61°24'10" E (Chord)			
PCC ( )	S 33°15'46" W (Radial)	1853598.060	6671786.380	0.000
	Radius: 4842.74			
	Delta: 1°22'22"			
	Length: 116.04			
	Chord: 116.03			
	Tangent: 58.02			
	Middle Ordinate: 0.35			
	External: 0.35			
CC ( )	S 33°45'23" W (Radial)	1849571.769	6669095.443	0.000
	S 55°33'26" E (Chord)			
EC ( )	S 35°07'46" W (Radial)	1853532.433	6671882.072	0.000
	S 54°51'59" E	575.03		

PI ( )		1853201.511	6672352.340	0.000
S 55°21'52" E	870.00			
PI ( )		1852707.044	6673068.163	0.000
S 55°15'53" E	219.69			
PI ( )		1852581.871	6673248.699	0.000
S 55°50'55" E	1368.42			
PI ( )		1851813.666	6674381.140	0.000
S 55°31'50" E	1319.79			
PI ( )		1851066.709	6675469.212	0.000
S 56°01'44" E	115.00			
PI ( )		1851002.447	6675564.587	0.000
S 55°31'50" E	648.00			
PI ( )		1850635.701	6676098.817	0.000
S 55°01'56" E	115.00			
PI ( )		1850569.790	6676193.060	0.000
S 55°31'50" E	136.77			
PI ( )		1850492.385	6676305.815	0.000
S 55°07'49" E	1145.38			
PI ( )		1849837.558	6677245.549	0.000
S 55°31'50" E	598.49			
BC ( )		1849498.833	6677738.959	0.000
Radius:	25029.00			
Delta:	0°23'14"			
Length:	169.11			
Chord:	169.11			
Tangent:	84.56			
Middle Ordinate:	0.14			
External:	0.14			
S 34°28'10" W (Radial)				
CC ( )		1828864.220	6663573.382	0.000
S 55°20'13" E (Chord)				
S 34°51'24" W (Radial)				
EC ( )		1849402.650	6677878.057	0.000
S 55°08'36" E	1424.26			
BC ( )		1848588.649	6679046.787	0.000
Radius:	4971.00			
Delta:	4°54'47"			
Length:	426.26			
Chord:	426.13			
Tangent:	213.26			
Middle Ordinate:	4.57			
External:	4.57			
S 34°51'24" W (Radial)				
CC ( )		1852667.779	6681887.833	0.000
S 57°36'00" E (Chord)				
S 29°56'36" W (Radial)				
PCC ( )		1848360.316	6679406.581	0.000
Radius:	19971.00			
Delta:	0°16'55"			
Length:	98.32			
Chord:	98.32			
Tangent:	49.16			
Middle Ordinate:	0.06			
External:	0.06			
S 29°56'36" W (Radial)				
CC ( )		1865665.553	6689375.013	0.000
S 60°11'51" E (Chord)				
S 29°39'41" W (Radial)				
PCC ( )		1848311.451	6679491.896	0.000
Radius:	19969.54			
Delta:	0°34'41"			
Length:	201.46			
Chord:	201.46			

Tangent:	100.73			
Middle Ordinate:	0.25			
External:	0.25			
S 29°12'02" W (Radial)				
CC ( )		1865743.190	6689234.442	0.000
S 61°05'18" E (Chord)				
S 28°37'22" W (Radial)				
PCC ( )		1848214.053	6679668.248	0.000
Radius:	7038.13			
Delta:	4°04'06"			
Length:	499.74			
Chord:	499.63			
Tangent:	249.97			
Middle Ordinate:	4.43			
External:	4.44			
S 28°37'14" W (Radial)				
CC ( )		1854392.203	6683039.559	0.000
S 63°24'49" E (Chord)				
S 24°33'08" W (Radial)				
PCC ( )		1847990.445	6680115.048	0.000
Radius:	5990.94			
Delta:	2°45'33"			
Length:	288.49			
Chord:	288.46			
Tangent:	144.27			
Middle Ordinate:	1.74			
External:	1.74			
S 24°33'03" W (Radial)				
CC ( )		1853439.762	6682604.293	0.000
S 66°49'43" E (Chord)				
S 21°47'31" W (Radial)				
PCC ( )		1847876.939	6680380.242	0.000
Radius:	5990.00			
Delta:	5°54'18"			
Length:	617.33			
Chord:	617.06			
Tangent:	308.94			
Middle Ordinate:	7.95			
External:	7.96			
S 22°15'24" W (Radial)				
CC ( )		1853420.666	6682648.984	0.000
S 70°41'45" E (Chord)				
S 16°21'06" W (Radial)				
PCC ( )		1847672.951	6680962.605	0.000
Radius:	6713.00			
Delta:	11°17'40"			
Length:	1323.31			
Chord:	1321.17			
Tangent:	663.81			
Middle Ordinate:	32.58			
External:	32.74			
S 16°21'06" W (Radial)				
CC ( )		1854114.422	6682852.532	0.000
S 79°17'44" E (Chord)				
S 5°03'26" W (Radial)				
EC ( )		1847427.554	6682260.786	0.000
S 84°56'34" E	1134.60			
BC ( )		1847327.540	6683390.967	0.000
Radius:	14964.43			
Delta:	1°45'26"			
Length:	458.94			
Chord:	458.93			
Tangent:	229.49			



Middle Ordinate:	1.76			
External:	1.76			
S 5°33'24" W (Radial)				
CC ( )		1862221.655	6684839.945	0.000
S 85°19'19" E (Chord)				
S 3°47'58" W (Radial)				
PCC ( )		1847290.112	6683848.364	0.000
Radius:	14967.00			
Delta:	2°36'50"			
Length:	682.82			
Chord:	682.76			
Tangent:	341.47			
Middle Ordinate:	3.89			
External:	3.89			
S 3°18'00" W (Radial)				
CC ( )		1862232.293	6684709.945	0.000
S 88°00'25" E (Chord)				
S 0°41'10" W (Radial)				
PCC ( )		1847266.366	6684530.715	0.000
Radius:	14966.93			
Delta:	0°26'21"			
Length:	114.76			
Chord:	114.75			
Tangent:	57.38			
Middle Ordinate:	0.11			
External:	0.11			
S 1°11'08" W (Radial)				
CC ( )		1862230.094	6684840.357	0.000
S 89°02'03" E (Chord)				
S 0°44'46" W (Radial)				
PCC ( )		1847264.432	6684645.454	0.000
Radius:	19968.00			
Delta:	0°11'19"			
Length:	65.76			
Chord:	65.76			
Tangent:	32.88			
Middle Ordinate:	0.03			
External:	0.03			
S 0°14'49" W (Radial)				
CC ( )		1867232.246	6684731.488	0.000
S 89°50'51" E (Chord)				
S 0°03'29" W (Radial)				
EC ( )		1847264.257	6684711.212	0.000
S 89°56'31" E	313.31			
PI ( )		1847263.939	6685024.518	0.000
N 89°33'36" E	115.00			
PI ( )		1847264.822	6685139.519	0.000
S 89°56'31" E	2401.00			
PI ( )		1847262.384	6687540.518	0.000
N 89°33'36" E	575.02			
PI ( )		1847266.800	6688115.522	0.000
S 89°56'31" E	1832.00			
PI ( )		1847264.940	6689947.521	0.000
N 89°33'36" E	115.00			
PI ( )		1847265.823	6690062.522	0.000
S 89°56'31" E	137.00			
PI ( )		1847265.684	6690199.522	0.000
S 89°26'37" E	115.00			
PI ( )		1847264.567	6690314.521	0.000
S 89°56'31" E	1391.00			
PI ( )		1847263.155	6691705.521	0.000
S 89°26'37" E	1035.04			
PI ( )		1847253.104	6692740.511	0.000

PI (	S 89°56'31" E	1979.00	1847251.094	6694719.510	0.000
PI (	S 89°50'32" E	575.00	1847249.510	6695294.509	0.000
PI (	S 89°56'31" E	831.00	1847248.666	6696125.508	0.000
PI (	N 89°57'31" E	575.00	1847249.083	6696700.509	0.000
PI (	S 89°56'31" E	2036.00	1847247.015	6698736.508	0.000
PI (	N 89°33'36" E	460.02	1847250.548	6699196.512	0.000
PI (	S 89°56'31" E	423.00	1847250.119	6699619.511	0.000
PI (	S 89°26'37" E	355.01	1847246.671	6699974.508	0.000
PI (	S 89°26'37" E	334.91	1847243.418	6700309.401	0.000
PI (	S 89°56'31" E	3158.43	1847240.211	6703467.825	0.000
BC (					
	Radius:	24978.00			
	Delta:	2°25'16"			
	Length:	1055.54			
	Chord:	1055.46			
	Tangent:	527.85			
	Middle Ordinate:	5.58			
	External:	5.58			
	S 0°03'29" W (Radial)				
CC (			1872218.198	6703493.189	0.000
	N 88°50'51" E (Chord)				
	S 2°21'47" E (Radial)				
EC (			1847261.439	6704523.070	0.000
	N 87°08'19" E	250.01			
PI (			1847273.919	6704772.768	0.000
	S 2°56'12" E	27.92			
BC (			1847246.033	6704774.199	0.000
	Radius:	25005.00			
	Delta:	2°59'41"			
	Length:	1306.96			
	Chord:	1306.81			
	Tangent:	653.63			
	Middle Ordinate:	8.54			
	External:	8.54			
	N 2°56'12" W (Radial)				
CC (			1872218.198	6703493.189	0.000
	S 88°33'39" W (Chord)				
	N 0°03'29" E (Radial)				
EC (			1847213.211	6703467.798	0.000
	N 89°56'31" W	6543.24			
PI (			1847219.855	6696924.560	0.000
	S 0°13'04" W	29.00			
PI (			1847190.855	6696924.450	0.000
	N 89°56'31" W	3633.00			
PI (			1847194.544	6693291.452	0.000
	S 89°33'36" W	1035.04			
PI (			1847186.595	6692256.443	0.000
	N 89°56'31" W	227.86			
PI (			1847186.826	6692028.587	0.000
	N 89°07'24" W	770.08			
PI (			1847198.608	6691258.599	0.000
	N 89°56'31" W	944.14			
PI (			1847199.567	6690314.455	0.000
	S 31°13'00" E	12.80			

Attachment: [PDF] 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

PI ( )		1847188.618	6690321.091	0.000
S 89°33'36" W	121.65			
PI ( )		1847187.684	6690199.443	0.000
N 89°56'31" W	137.00			
PI ( )		1847187.823	6690062.443	0.000
N 89°26'37" W	115.00			
PI ( )		1847188.940	6689947.444	0.000
N 89°56'31" W	1282.00			
PI ( )		1847190.241	6688665.445	0.000
N 89°26'37" W	575.02			
PI ( )		1847195.825	6688090.450	0.000
N 89°56'31" W	2951.00			
PI ( )		1847198.822	6685139.452	0.000
N 89°26'37" W	115.00			
PI ( )		1847199.939	6685024.453	0.000
N 89°56'31" W	313.31			
BC ( )		1847200.257	6684711.147	0.000
Radius:	20032.00			
Delta:	0°05'51"			
Length:	34.06			
Chord:	34.06			
Tangent:	17.03			
Middle Ordinate:	0.01			
External:	0.01			
N 0°03'29" E (Radial)				
CC ( )		1867232.246	6684731.488	0.000
N 89°53'35" W (Chord)				
N 0°09'20" E (Radial)				
PCC ( )		1847200.320	6684677.088	0.000
Radius:	20031.48			
Delta:	0°36'17"			
Length:	211.37			
Chord:	211.37			
Tangent:	105.69			
Middle Ordinate:	0.28			
External:	0.28			
N 0°39'28" W (Radial)				
CC ( )		1867230.484	6684447.161	0.000
S 89°38'41" W (Chord)				
N 0°03'11" W (Radial)				
PCC ( )		1847199.009	6684465.718	0.000
Radius:	20035.00			
Delta:	0°25'16"			
Length:	147.24			
Chord:	147.24			
Tangent:	73.62			
Middle Ordinate:	0.14			
External:	0.14			
N 0°45'36" E (Radial)				
CC ( )		1867232.246	6684731.488	0.000
N 89°01'46" W (Chord)				
N 1°10'52" E (Radial)				
EC ( )		1847201.504	6684318.494	0.000
N 88°49'08" W	406.70			
PI ( )		1847209.887	6683911.880	0.000
N 89°19'01" W	230.01			
PI ( )		1847212.629	6683681.887	0.000
N 88°49'08" W	386.76			
BC ( )		1847220.601	6683295.210	0.000
Radius:	9037.00			
Delta:	10°30'53"			
Length:	1658.44			
Chord:	1656.12			

Attachment: [PDF] 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

Tangent:	831.56			
Middle Ordinate:	38.02			
External:	38.18			
N 1°10'52" E (Radial)				
CC ( )		1856255.681	6683481.495	0.000
N 83°33'41" W (Chord)				
N 11°41'45" E (Radial)				
PCC ( )		1847406.314	6681649.537	0.000
Radius:	7108.00			
Delta:	15°45'25"			
Length:	1954.76			
Chord:	1948.61			
Tangent:	983.59			
Middle Ordinate:	67.09			
External:	67.73			
N 11°41'45" E (Radial)				
CC ( )		1854366.732	6683090.453	0.000
N 70°25'32" W (Chord)				
N 27°27'10" E (Radial)				
PCC ( )		1848059.155	6679813.545	0.000
Radius:	7049.08			
Delta:	1°38'39"			
Length:	202.28			
Chord:	202.27			
Tangent:	101.15			
Middle Ordinate:	0.73			
External:	0.73			
N 27°56'10" E (Radial)				
CC ( )		1854286.819	6683115.935	0.000
N 61°14'31" W (Chord)				
N 29°34'49" E (Radial)				
PCC ( )		1848156.471	6679636.220	0.000
Radius:	20033.24			
Delta:	0°51'36"			
Length:	300.74			
Chord:	300.74			
Tangent:	150.37			
Middle Ordinate:	0.56			
External:	0.56			
N 29°34'30" E (Radial)				
CC ( )		1865579.605	6689523.850	0.000
N 59°59'42" W (Chord)				
N 30°26'06" E (Radial)				
PCC ( )		1848306.861	6679375.789	0.000
Radius:	5025.23			
Delta:	4°55'08"			
Length:	431.41			
Chord:	431.28			
Tangent:	215.84			
Middle Ordinate:	4.63			
External:	4.63			
N 30°25'49" E (Radial)				
CC ( )		1852639.842	6681921.027	0.000
N 57°06'37" W (Chord)				
N 35°20'57" E (Radial)				
EC ( )		1848541.055	6679013.638	0.000
N 55°08'36" W	1424.26			
BC ( )		1849355.056	6677844.909	0.000
Radius:	24971.00			
Delta:	0°23'14"			
Length:	168.72			
Chord:	168.72			
Tangent:	84.36			

	Middle Ordinate:	0.14			
	External:	0.14			
	N 34°51'24" E (Radial)				
CC	( )		1828864.220	6663573.382	0.000
	N 55°20'13" W (Chord)				
	N 34°28'10" E (Radial)				
EC	( )		1849451.016	6677706.133	0.000
	N 55°31'50" W	2017.61			
PI	( )		1850592.916	6676042.759	0.000
	N 56°01'44" W	270.89			
PI	( )		1850744.283	6675818.105	0.000
	N 55°31'50" W	479.24			
PI	( )		1851015.516	6675423.007	0.000
	N 55°01'56" W	270.89			
PI	( )		1851170.767	6675201.018	0.000
	N 55°31'50" W	913.00			
PI	( )		1851687.495	6674448.315	0.000
	N 56°13'28" W	1264.86			
PI	( )		1852390.686	6673396.933	0.000
	N 55°50'55" W	303.44			
PI	( )		1852561.031	6673145.821	0.000
	N 55°21'52" W	1591.89			
BC	( )		1853465.787	6671836.036	0.000
	Radius:	4762.00			
	Delta:	10°42'14"			
	Length:	889.63			
	Chord:	888.33			
	Tangent:	446.11			
	Middle Ordinate:	20.76			
	External:	20.85			
	N 34°38'08" E (Radial)				
CC	( )		1849547.684	6669129.541	0.000
	N 60°42'59" W (Chord)				
	N 23°55'54" E (Radial)				
PCC	( )		1853900.298	6671061.223	0.000
	Radius:	4961.74			
	Delta:	2°24'35"			
	Length:	208.67			
	Chord:	208.65			
	Tangent:	104.35			
	Middle Ordinate:	1.10			
	External:	1.10			
	N 23°55'54" E (Radial)				
CC	( )		1849365.116	6669048.518	0.000
	N 67°16'24" W (Chord)				
	N 21°31'19" E (Radial)				
PCC	( )		1853980.908	6670868.771	0.000
	Radius:	4964.14			
	Delta:	9°13'32"			
	Length:	799.30			
	Chord:	798.44			
	Tangent:	400.52			
	Middle Ordinate:	16.08			
	External:	16.13			
	N 21°52'47" E (Radial)				
CC	( )		1849374.344	6669018.832	0.000
	N 72°43'59" W (Chord)				
	N 12°39'16" E (Radial)				
PCC	( )		1854217.905	6670106.319	0.000
	Radius:	4966.74			
	Delta:	12°41'43"			
	Length:	1100.49			
	Chord:	1098.24			

Tangent:	552.51			
Middle Ordinate:	30.45			
External:	30.64			
N 12°17'49" E (Radial)				
CC ( )		1849365.116	6669048.518	0.000
N 84°03'03" W (Chord)				
N 0°23'54" W (Radial)				
EC ( )		1854331.736	6669013.992	0.000
S 89°36'06" W	1370.20			
PI ( )		1854322.211	6667643.829	0.000
S 89°06'13" W	230.01			
PI ( )		1854318.612	6667413.848	0.000
S 89°36'06" W	2827.00			
PI ( )		1854298.961	6664586.916	0.000
S 89°21'09" W	690.01			
PI ( )		1854291.164	6663896.954	0.000
S 89°36'06" W	1347.53			
BC ( )		1854281.797	6662549.460	0.000
Radius:	19962.00			
Delta:	0°59'14"			
Length:	343.96			
Chord:	343.96			
Tangent:	171.98			
Middle Ordinate:	0.74			
External:	0.74			
N 0°23'54" W (Radial)				
CC ( )		1834320.280	6662688.223	0.000
S 89°06'29" W (Chord)				
N 1°23'08" W (Radial)				
PRC ( )		1854276.443	6662205.545	0.000
Radius:	20038.00			
Delta:	1°27'49"			
Length:	511.89			
Chord:	511.87			
Tangent:	255.96			
Middle Ordinate:	1.63			
External:	1.63			
N 1°23'08" W (Radial)				
CC ( )		1874308.585	6661721.030	0.000
S 89°20'47" W (Chord)				
N 0°04'41" E (Radial)				
EC ( )		1854270.603	6661693.707	0.000
N 89°55'19" W	630.81			
PI ( )		1854271.463	6661062.894	0.000
S 89°36'06" W	755.95			
PI ( )		1854266.209	6660306.959	0.000
N 89°54'00" W	575.02			
PI ( )		1854267.211	6659731.938	0.000
S 89°36'06" W	1560.01			
PI ( )		1854256.368	6658171.964	0.000
N 89°54'00" W	459.84			
BC ( )		1854257.170	6657712.125	0.000
Radius:	3471.00			
Delta:	27°56'07"			
Length:	1692.33			
Chord:	1675.61			
Tangent:	863.33			
Middle Ordinate:	102.63			
External:	105.76			
N 0°21'49" W (Radial)				
CC ( )		1850786.240	6657734.147	0.000
S 75°40'08" W (Chord)				
N 28°17'56" W (Radial)				

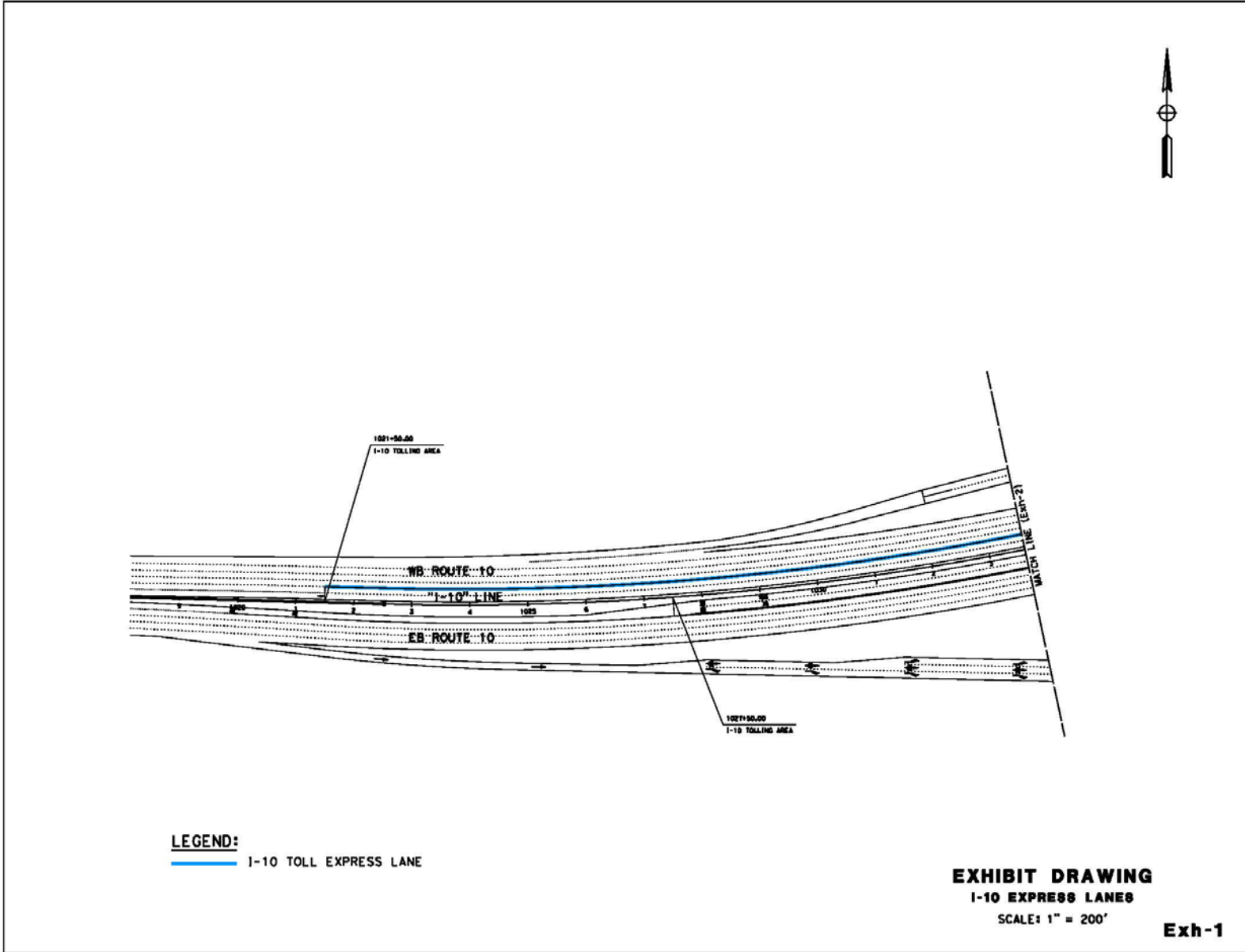
Attachment: [PDF] 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

EC ( )		1853842.412	6656088.653	0.000
S 61°42'04" W	661.72			
PI ( )		1853528.711	6655506.017	0.000
S 62°11'30" W	400.37			
PI ( )		1853341.932	6655151.882	0.000
S 61°56'17" W	656.53			
PI ( )		1853033.085	6654572.536	0.000
S 61°26'24" W	460.12			
BC ( )		1852813.110	6654168.404	0.000
Radius:	5033.00			
Delta:	23°52'09"			
Length:	2096.72			
Chord:	2081.59			
Tangent:	1063.79			
Middle Ordinate:	108.79			
External:	111.19			
N 28°03'43" W (Radial)				
CC ( )		1857254.428	6651800.751	0.000
S 73°52'21" W (Chord)				
N 4°11'34" W (Radial)				
EC ( )		1852234.899	6652168.730	0.000
N 4°11'34" W	33.00			
BC ( )		1852267.810	6652166.317	0.000
Radius:	5000.00			
Delta:	5°42'06"			
Length:	497.55			
Chord:	497.35			
Tangent:	248.98			
Middle Ordinate:	6.19			
External:	6.20			
N 4°11'34" W (Radial)				
CC ( )		1857254.428	6651800.751	0.000
S 88°39'29" W (Chord)				
N 1°30'31" E (Radial)				
EC ( )		1852256.162	6651669.105	0.000
N 88°29'29" W	102.45			
POE ( )		1852258.859	6651566.694	0.000

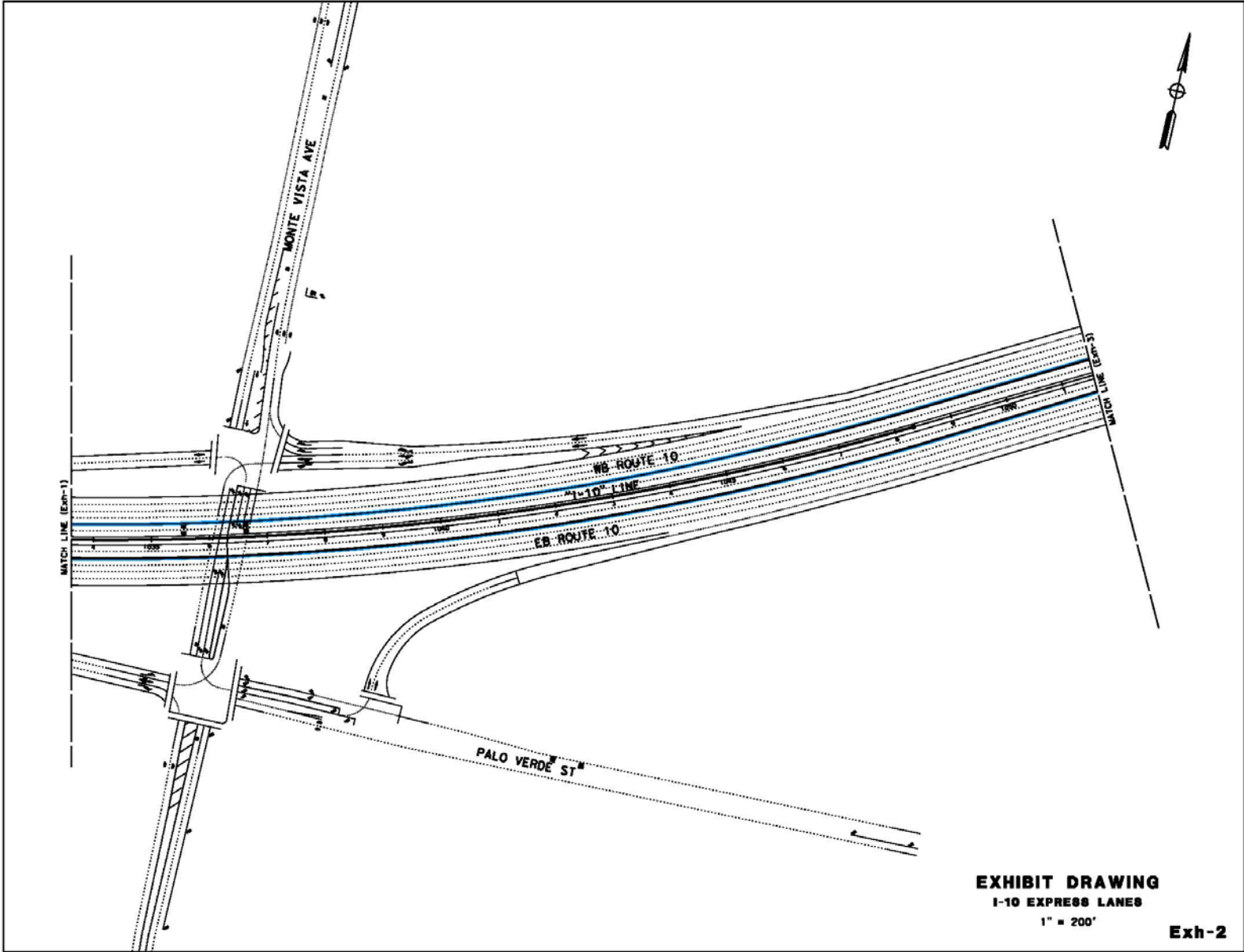
Northing Error: 0.005 ft  
 Easting Error: 0.034 ft  
 Closing Direction: S 82°13'34" W  
 Closing Distance: 0.034 ft  
 Closed Area: 3560713.5 sq ft (81.7 ac)  
 Perimeter: 111333.046 ft  
 Precision: 3262435.710





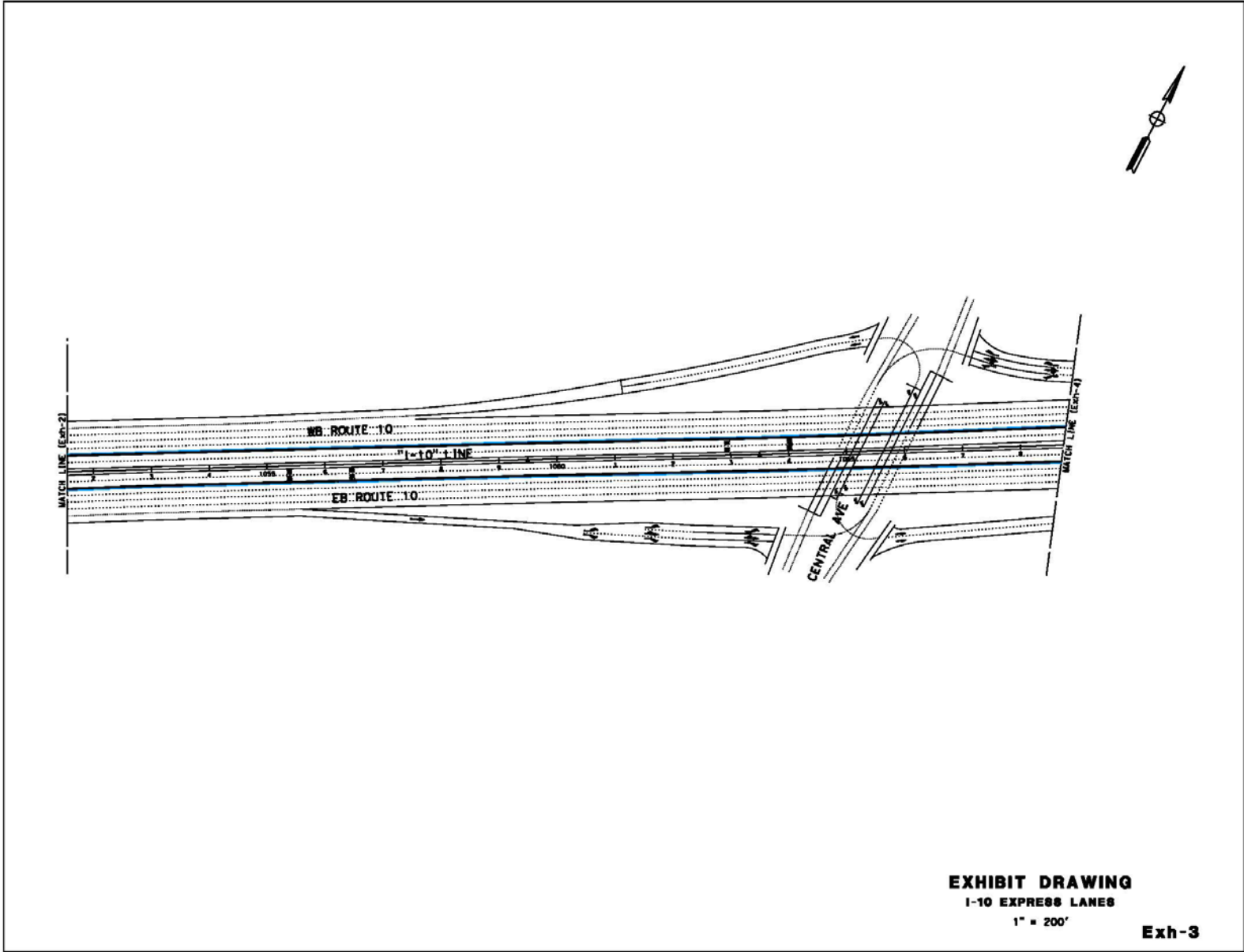


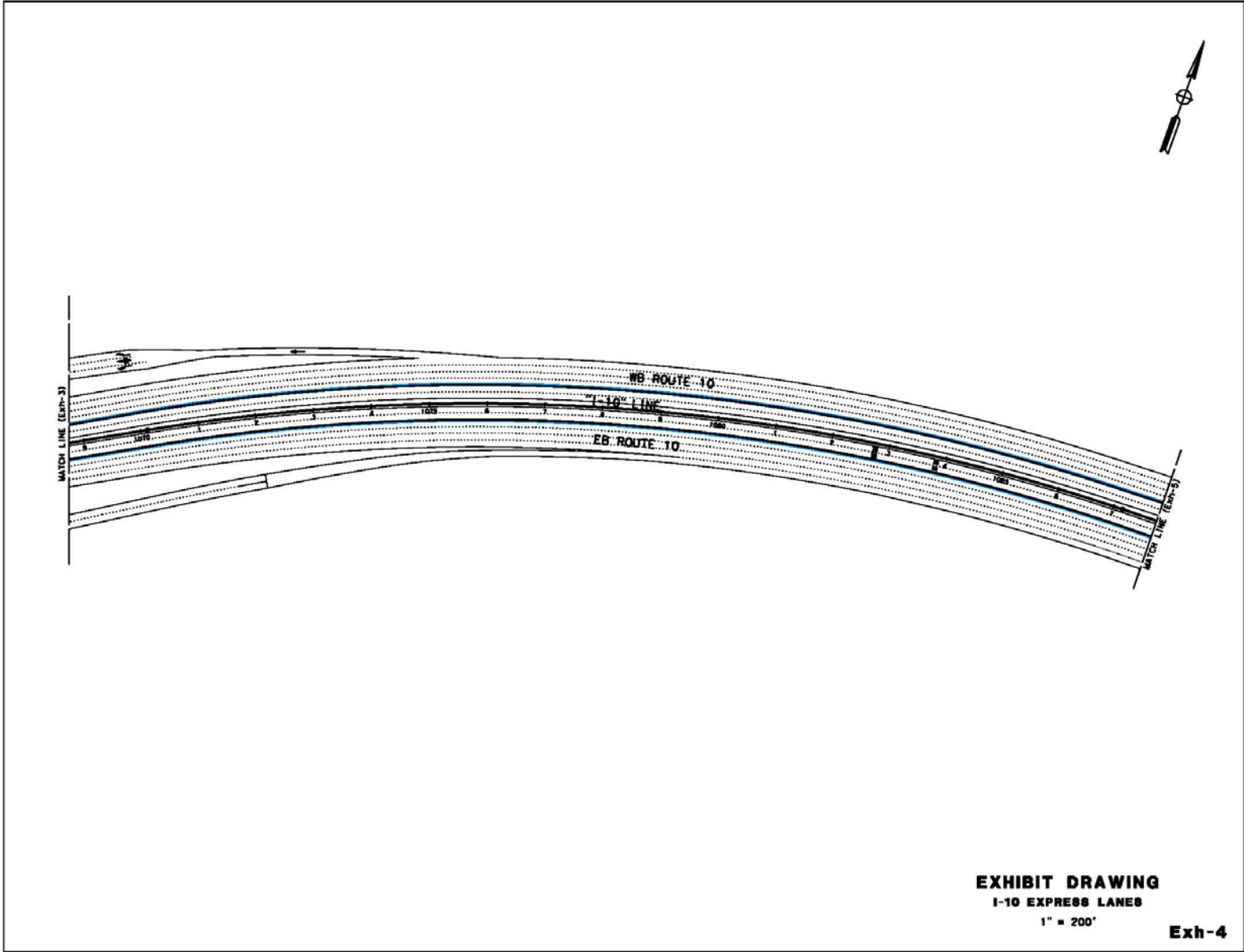
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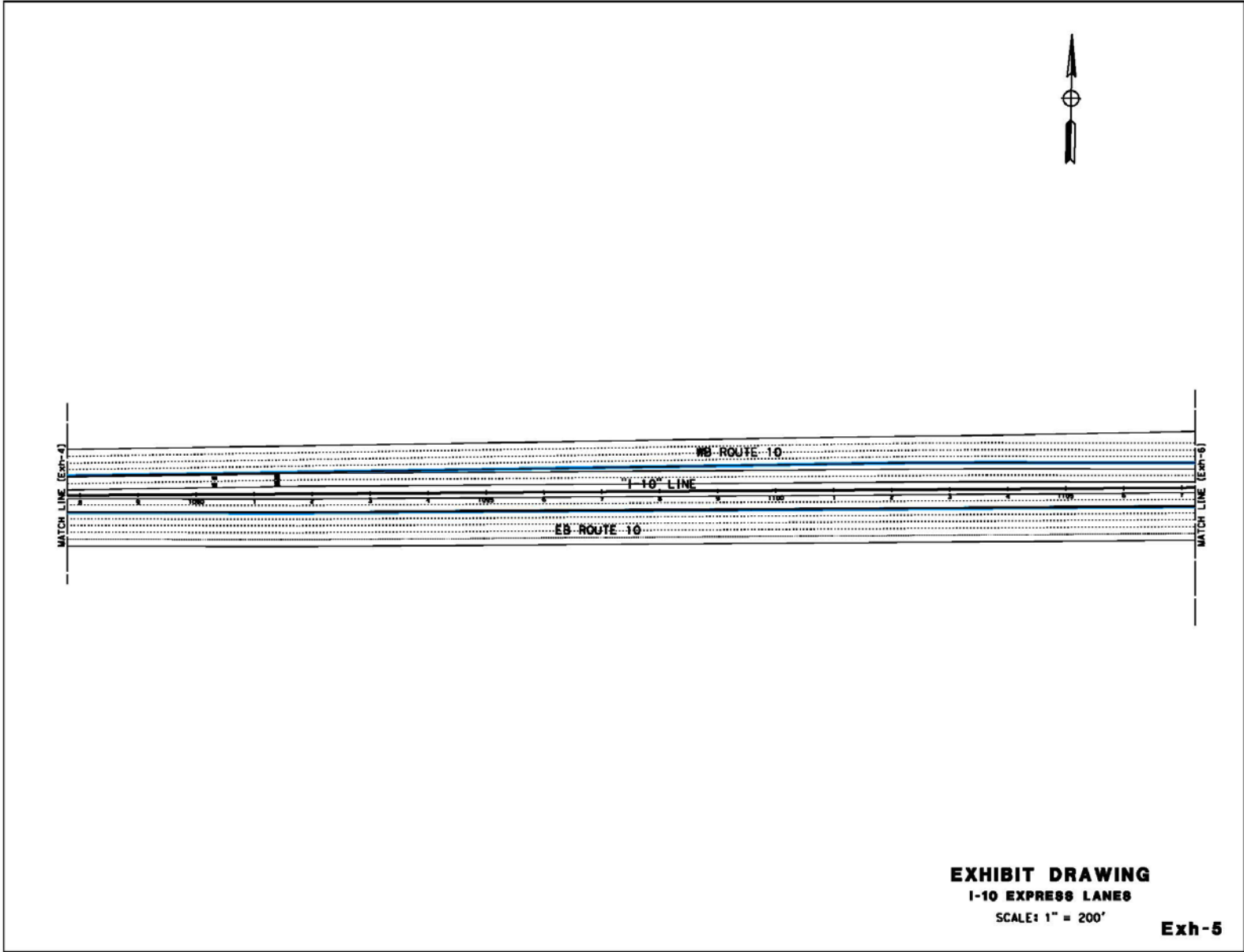


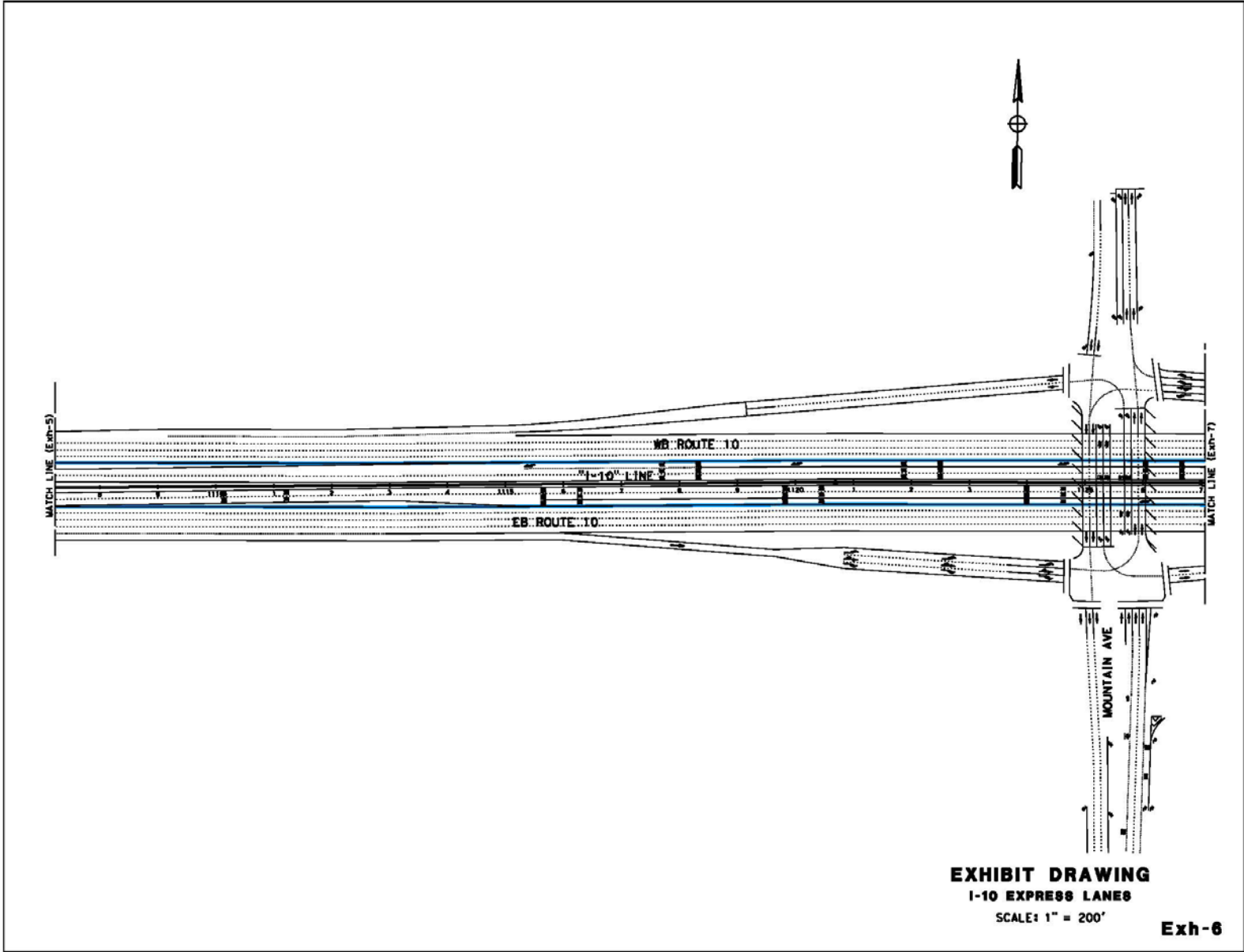
**EXHIBIT DRAWING**  
**I-10 EXPRESS LANES**  
 1" = 200'

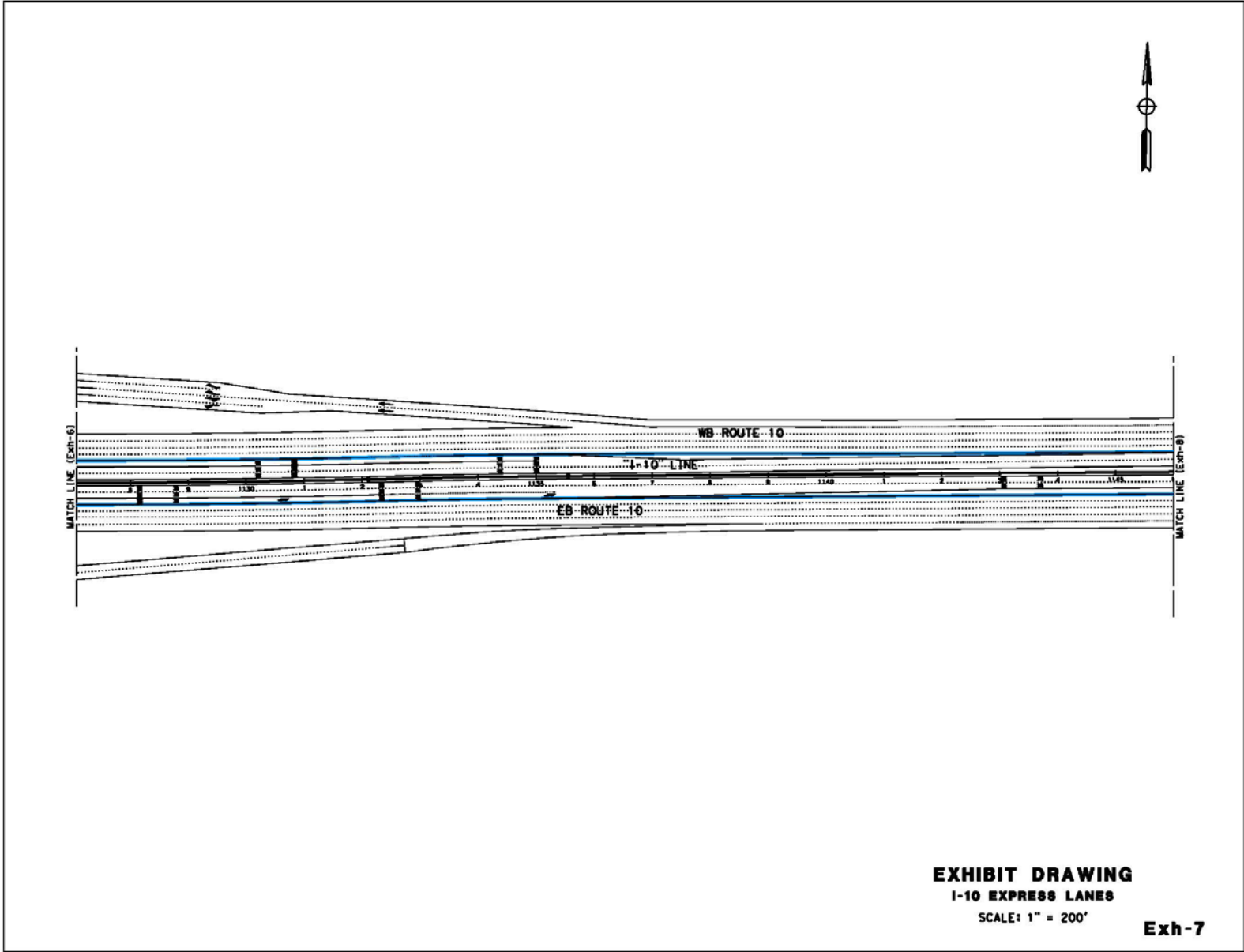
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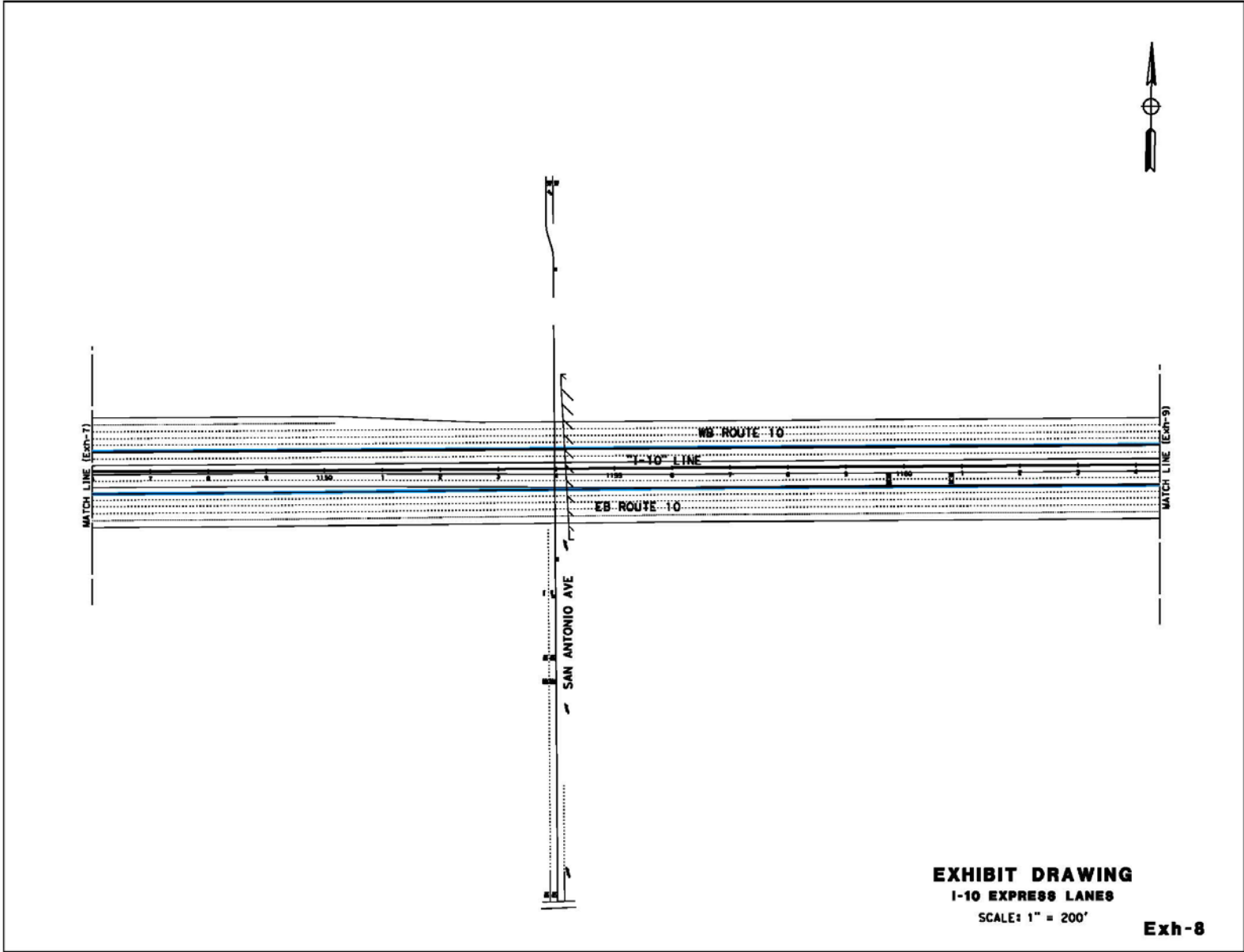


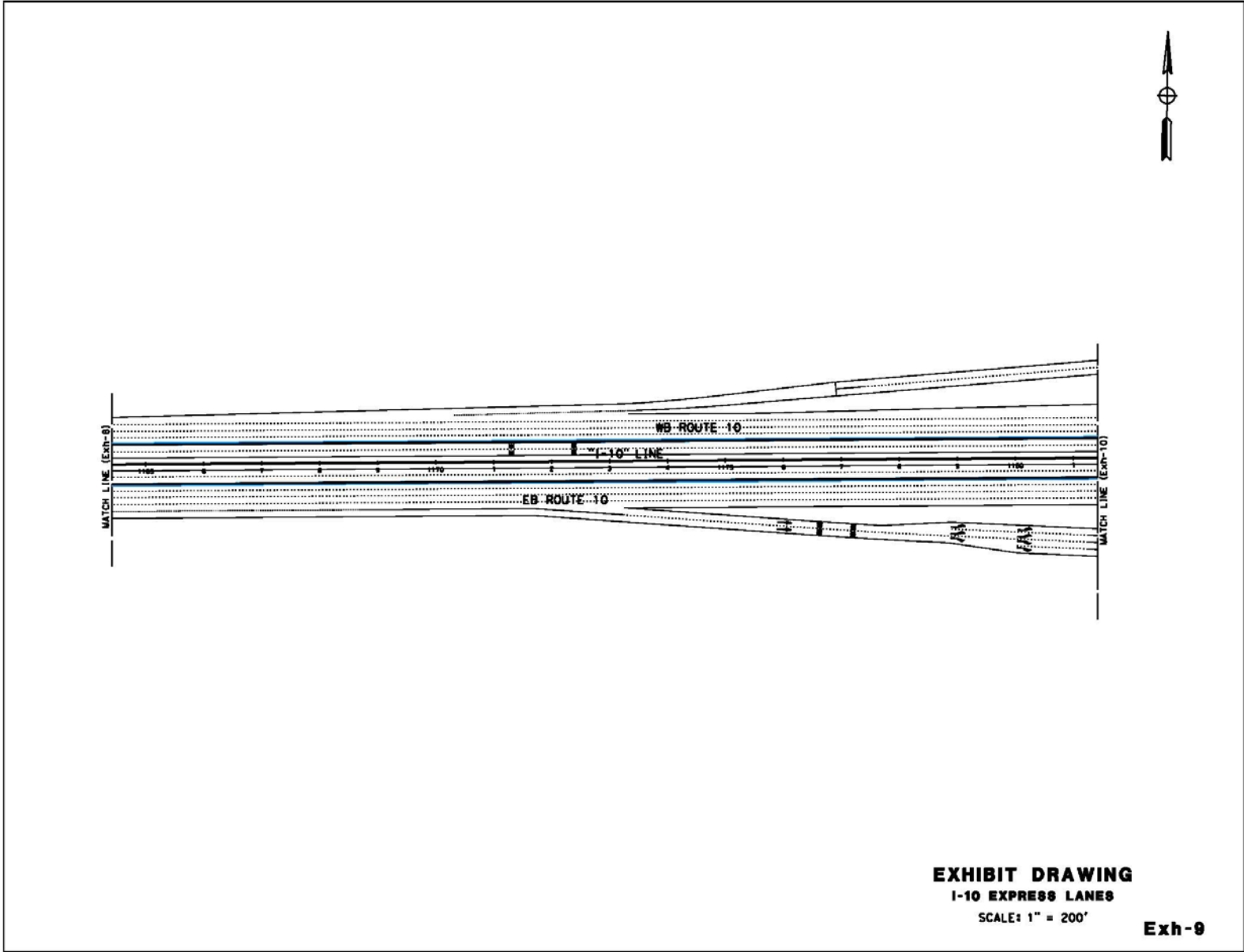


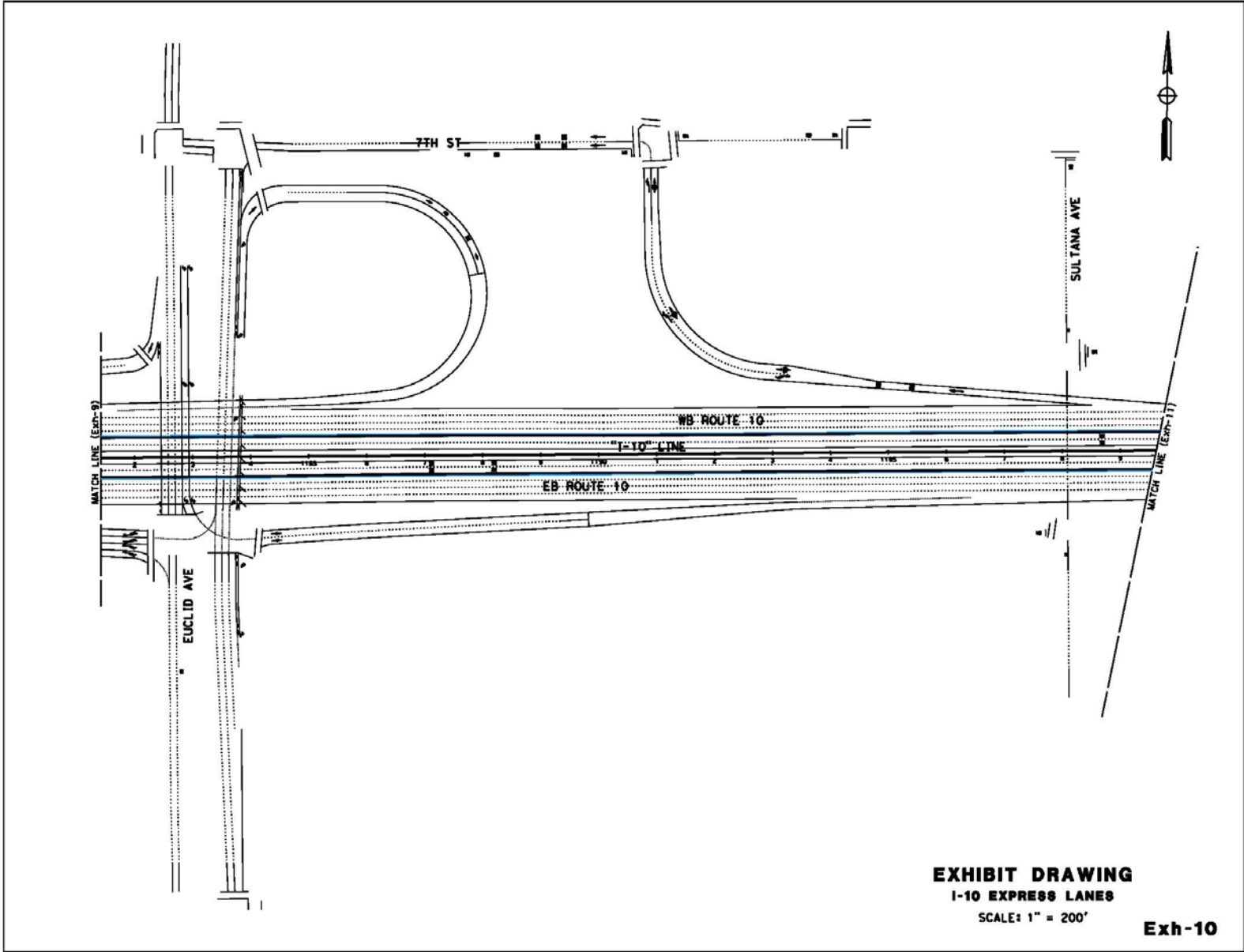


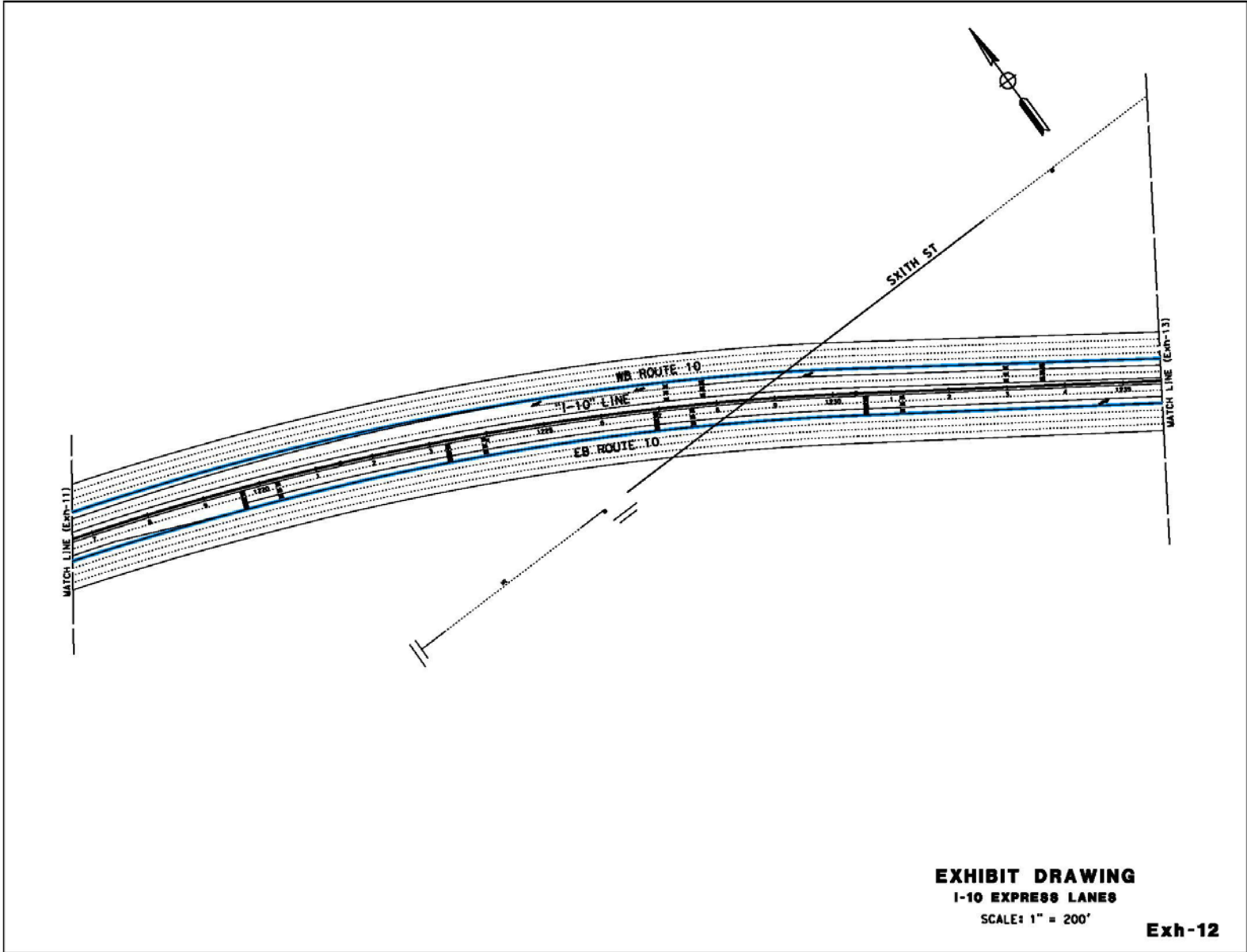


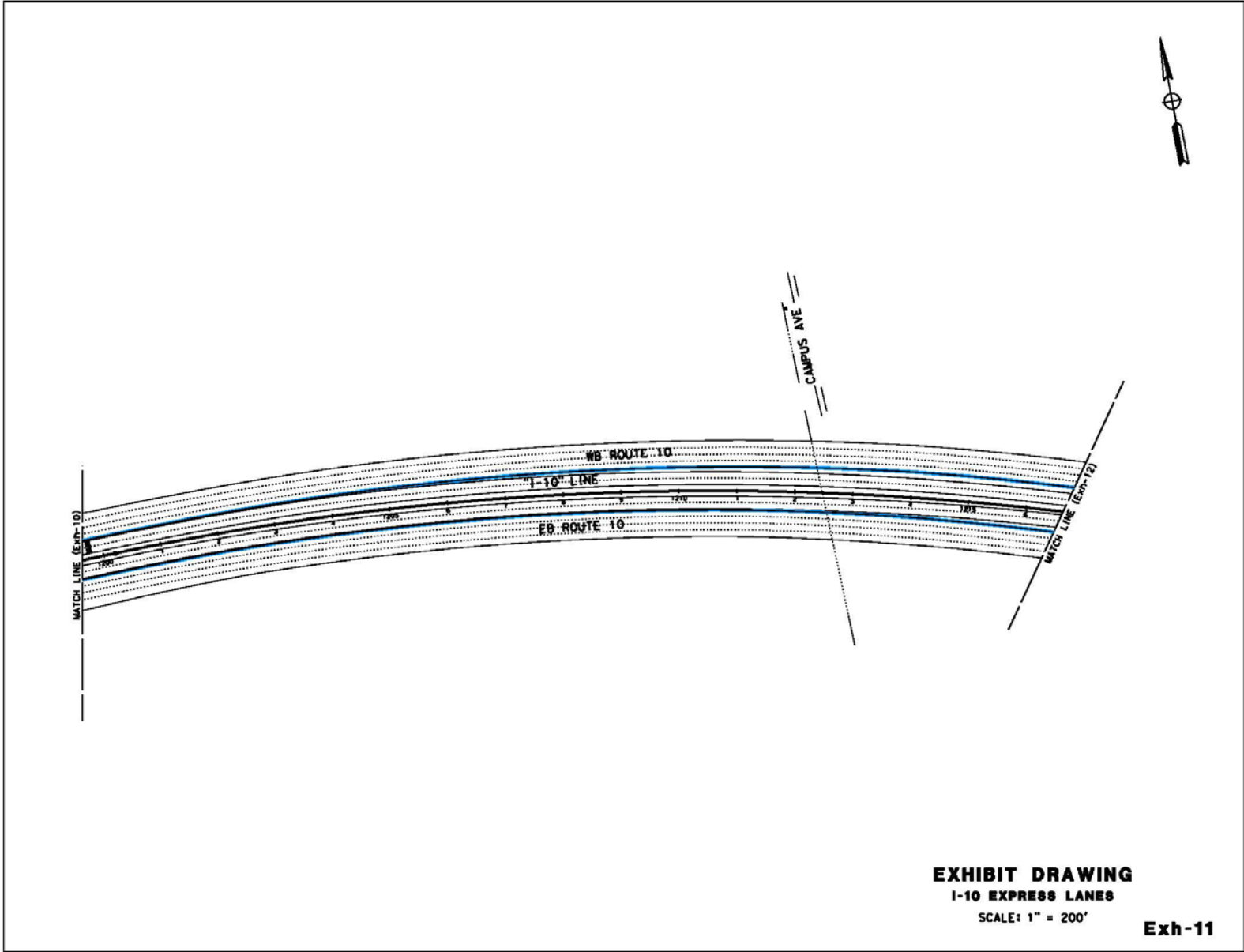






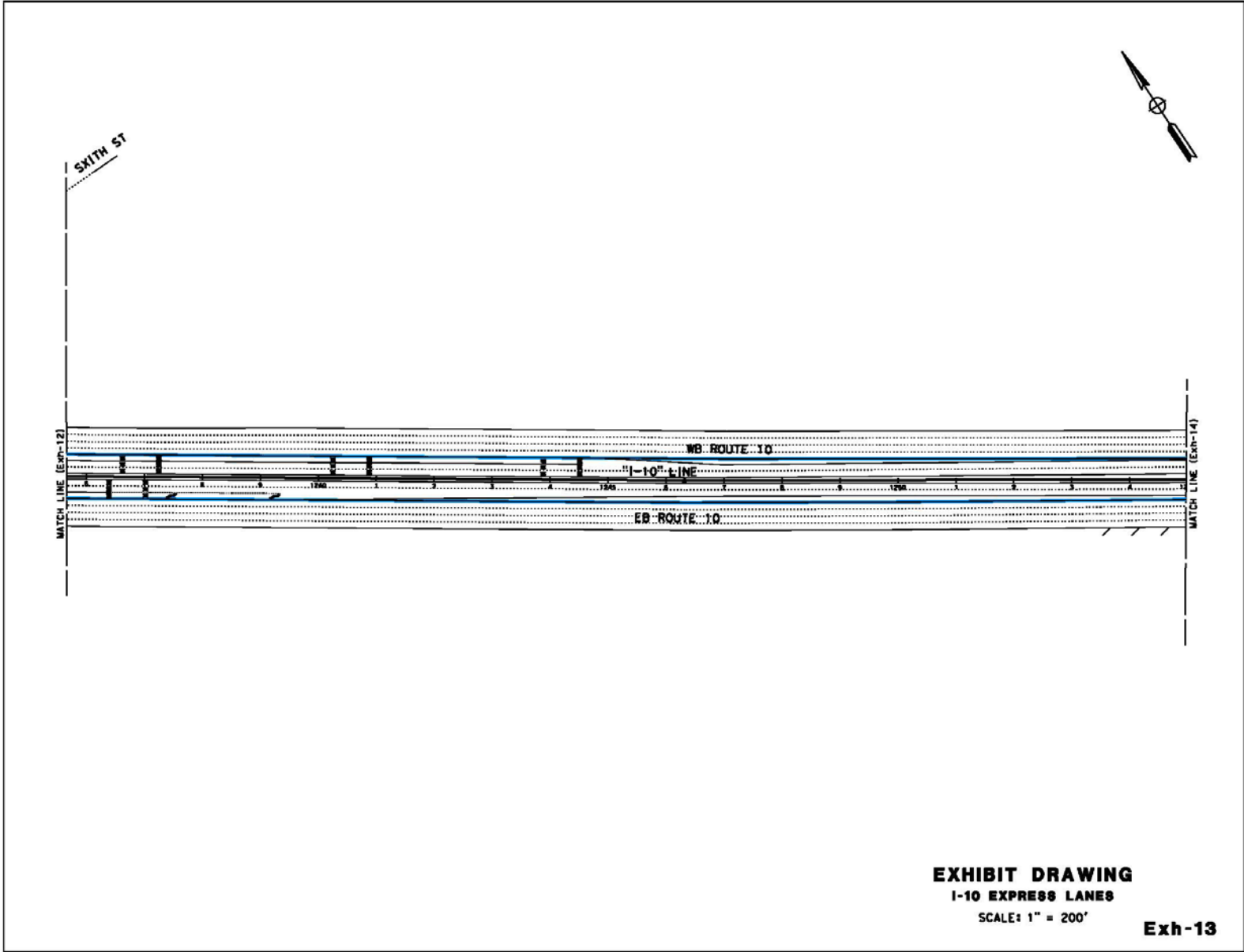


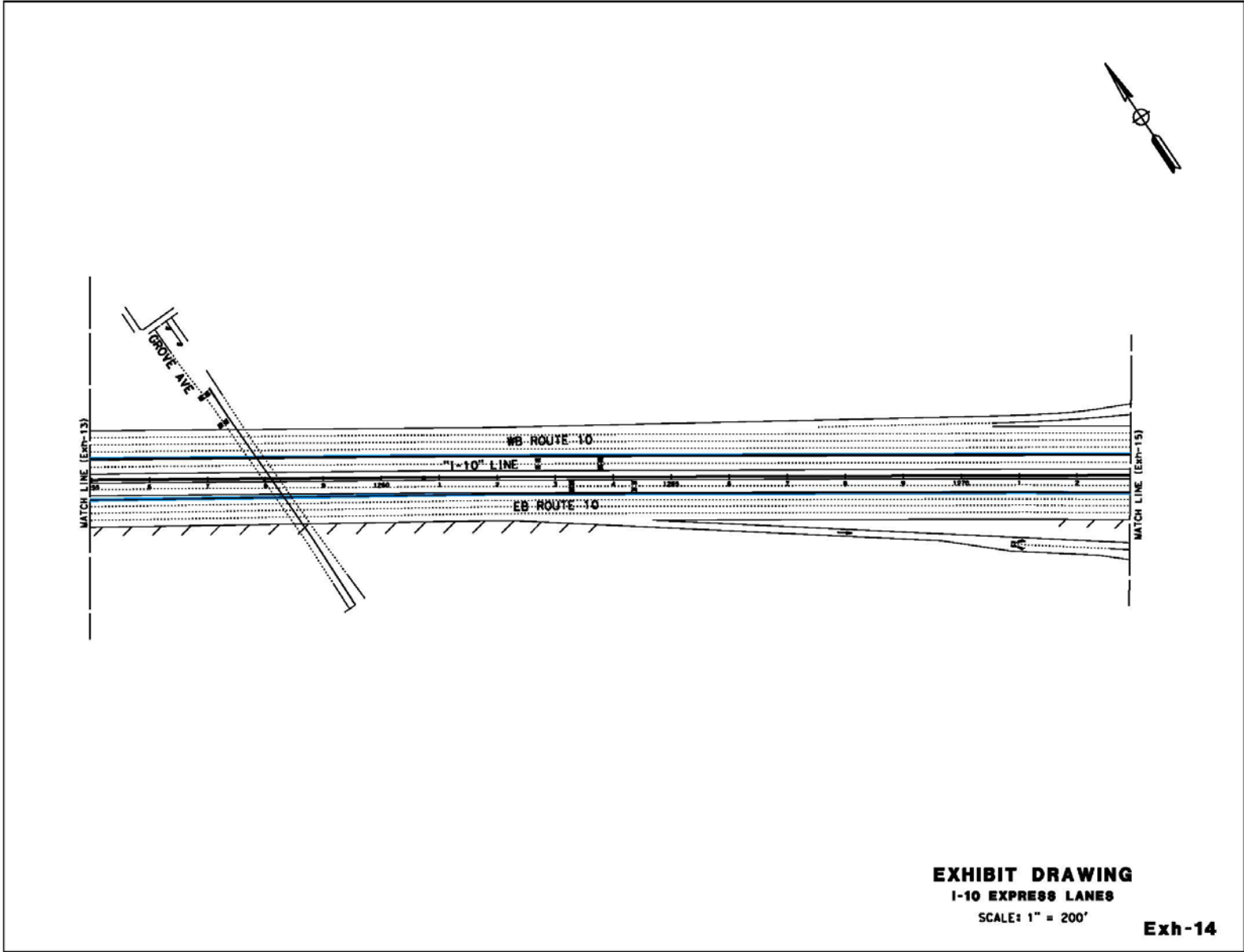




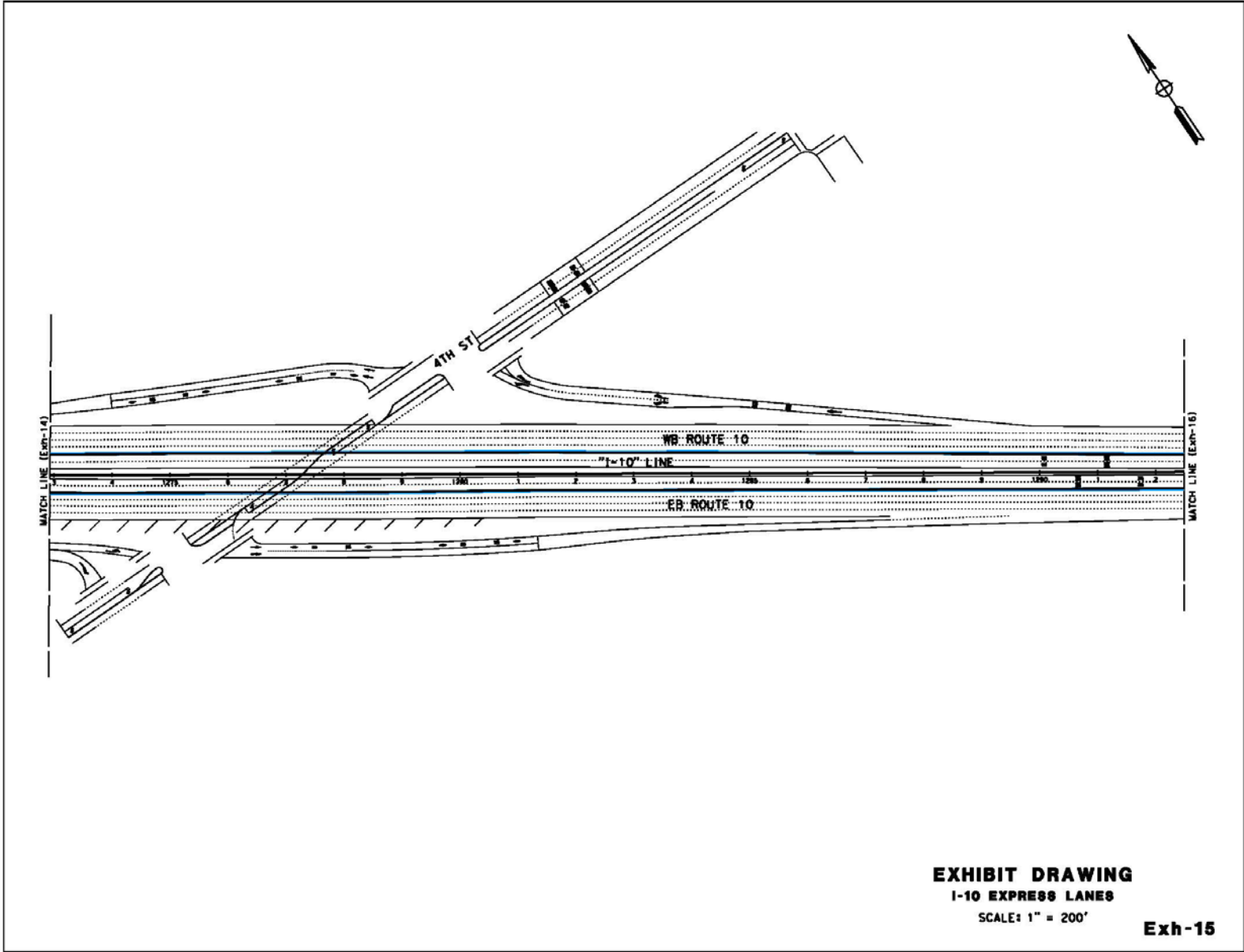
**EXHIBIT DRAWING**  
**I-10 EXPRESS LANES**  
 SCALE: 1" = 200'

**Exh-11**

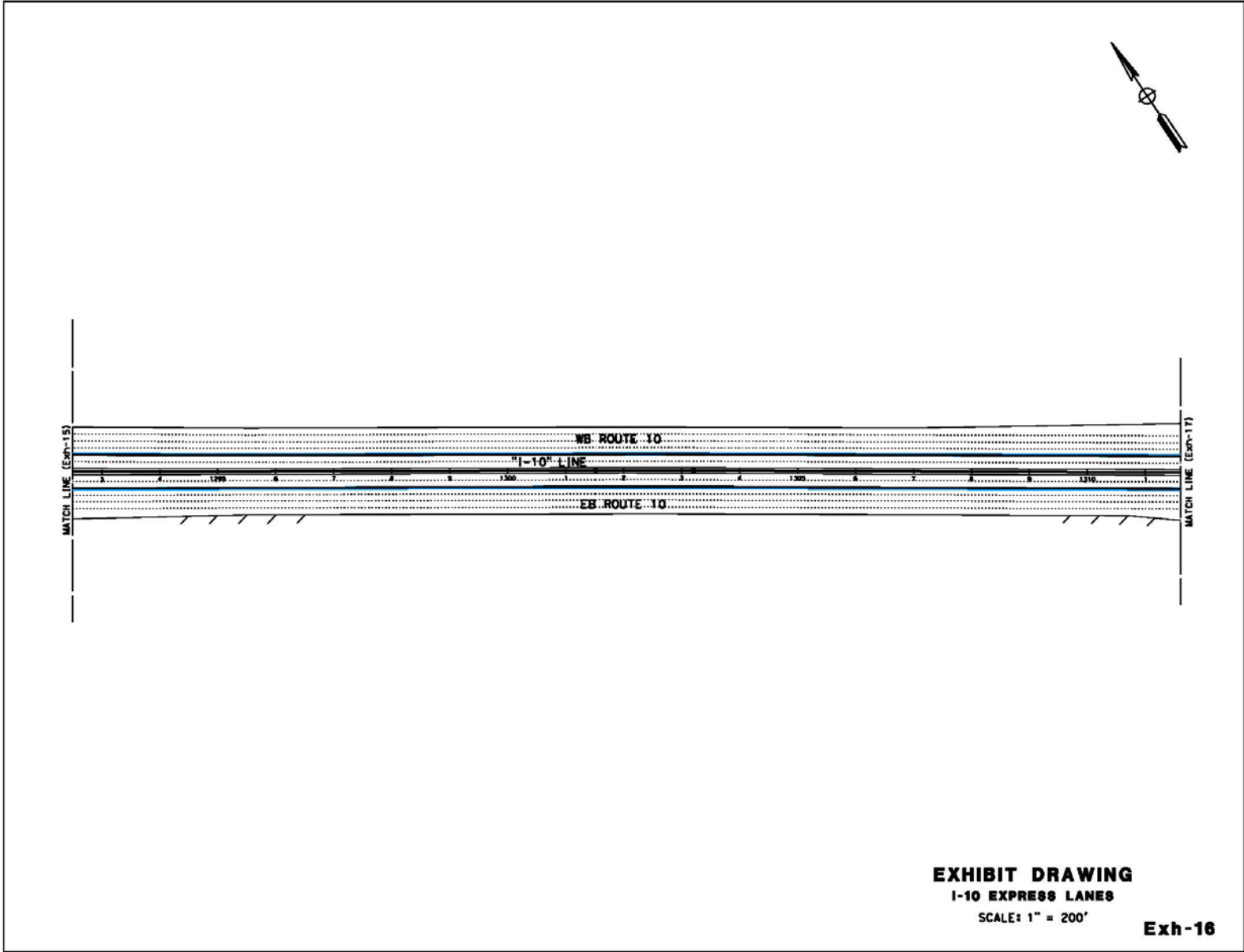






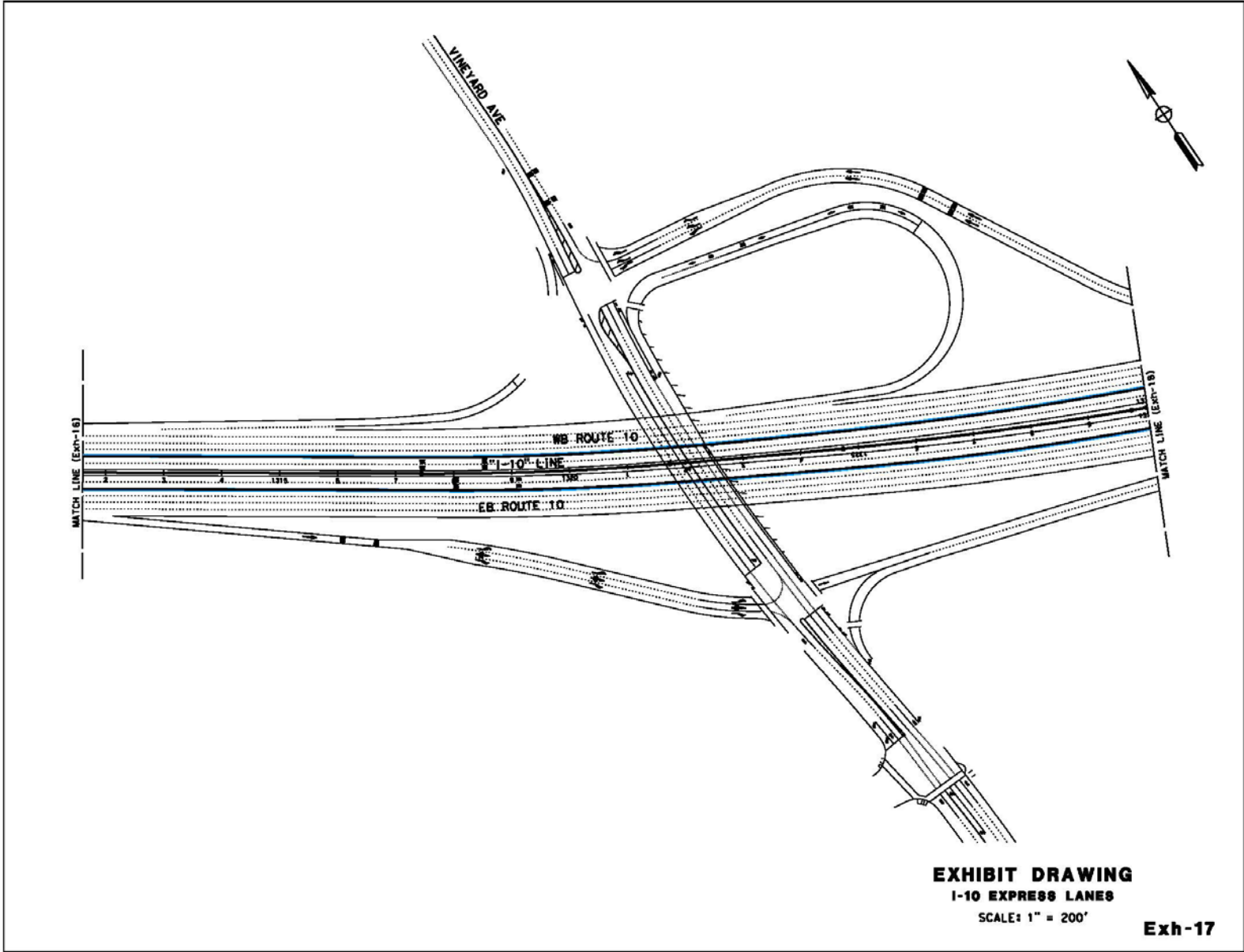


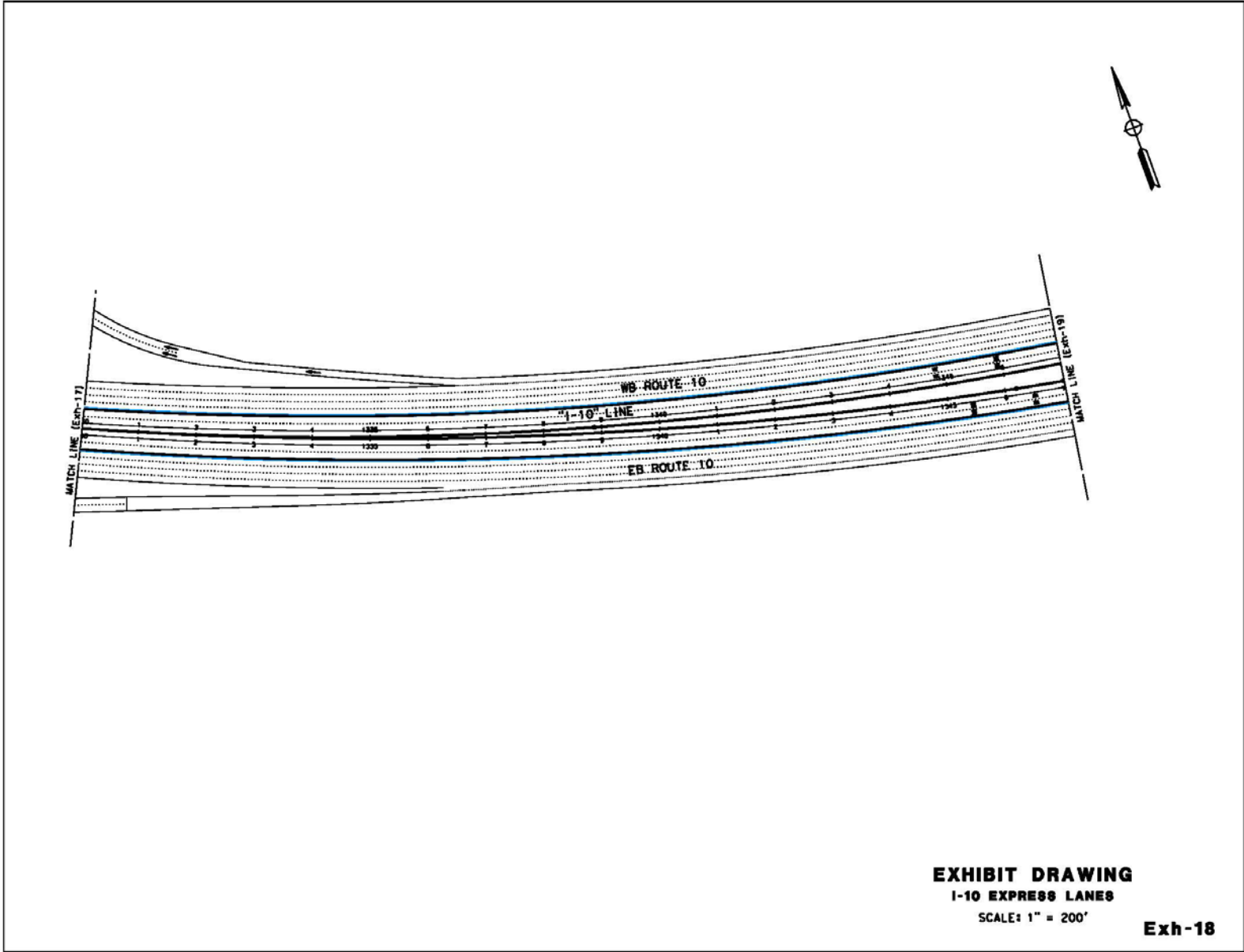
Attachment: [PDF] 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA



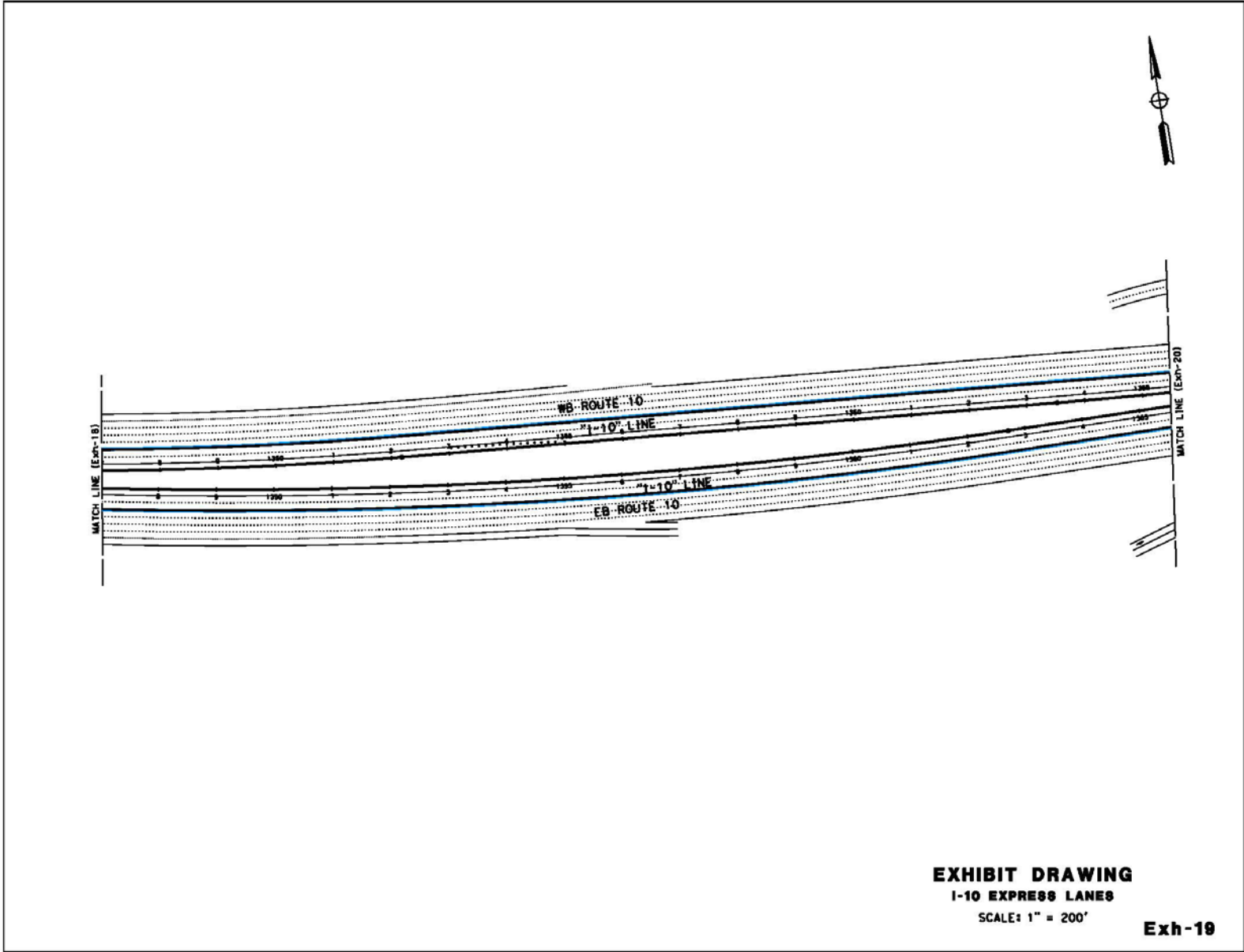
**EXHIBIT DRAWING**  
**I-10 EXPRESS LANES**  
 SCALE: 1" = 200'

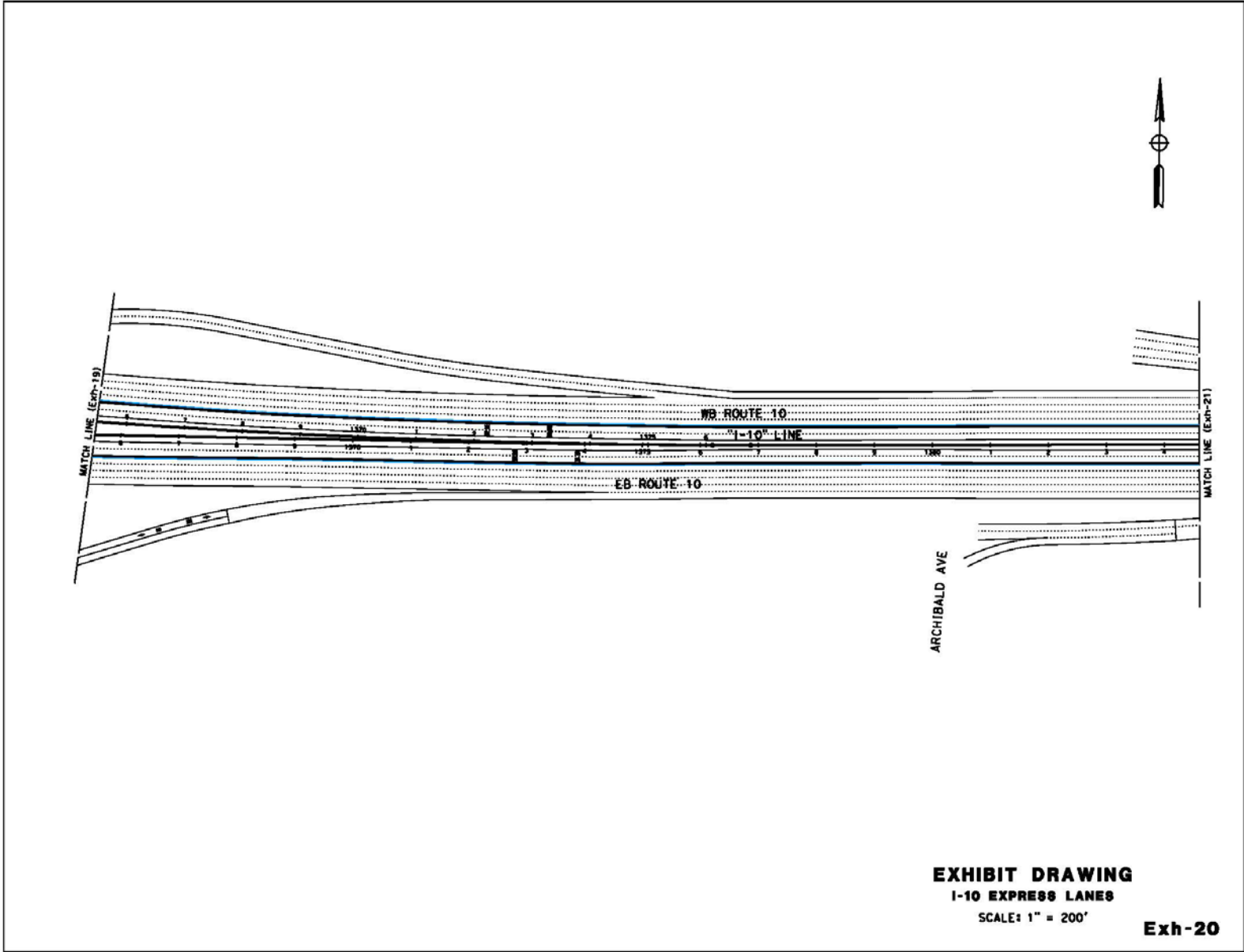
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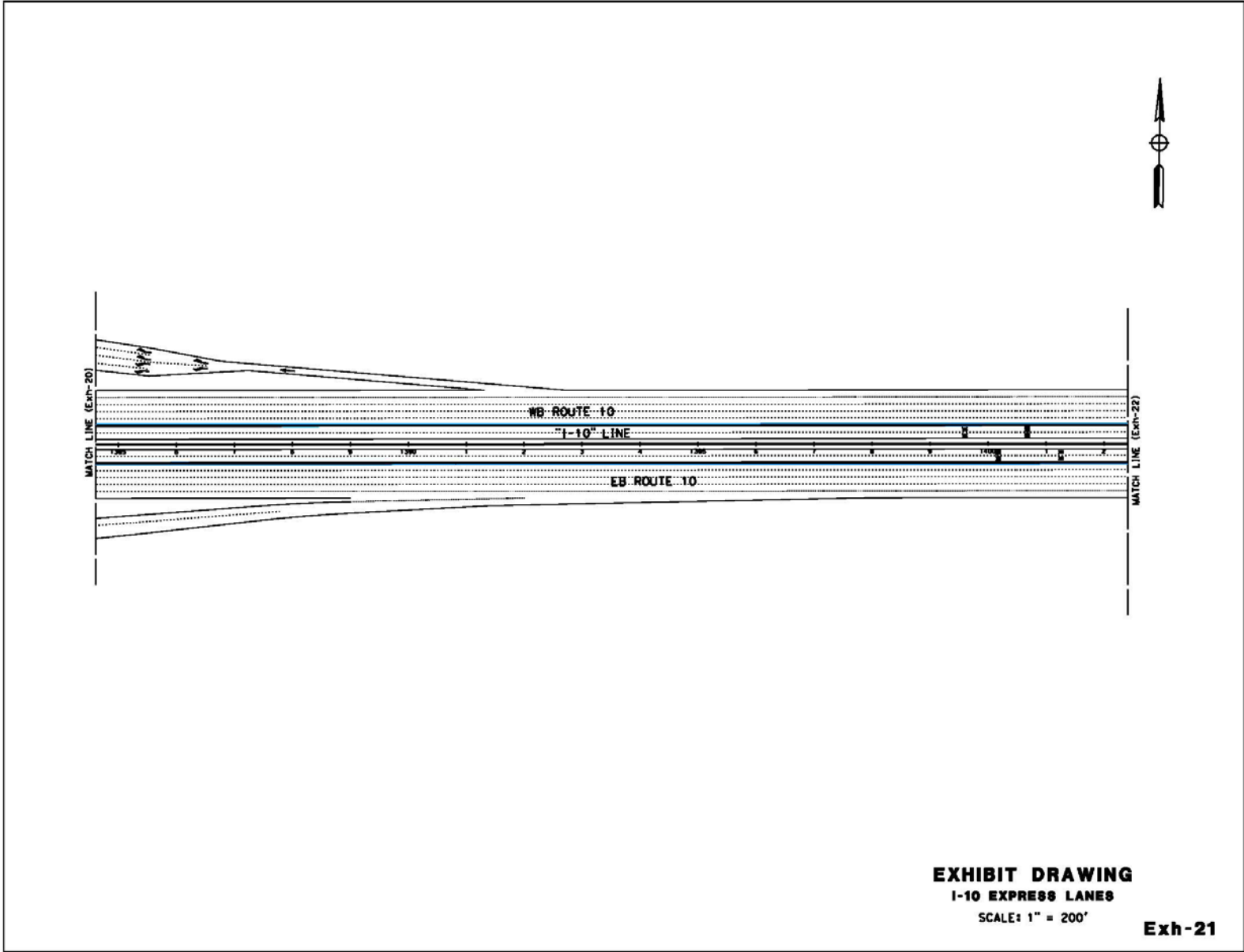


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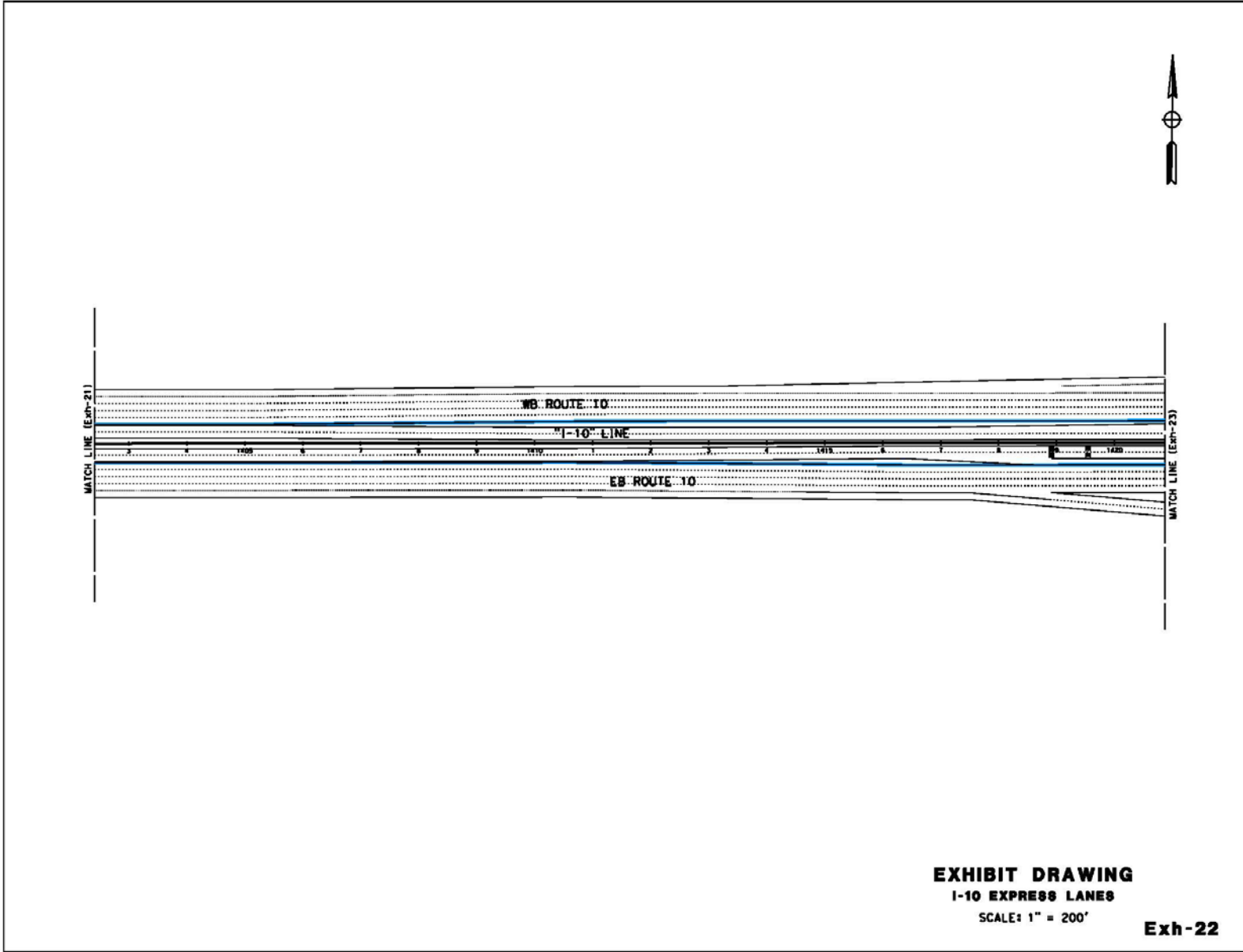


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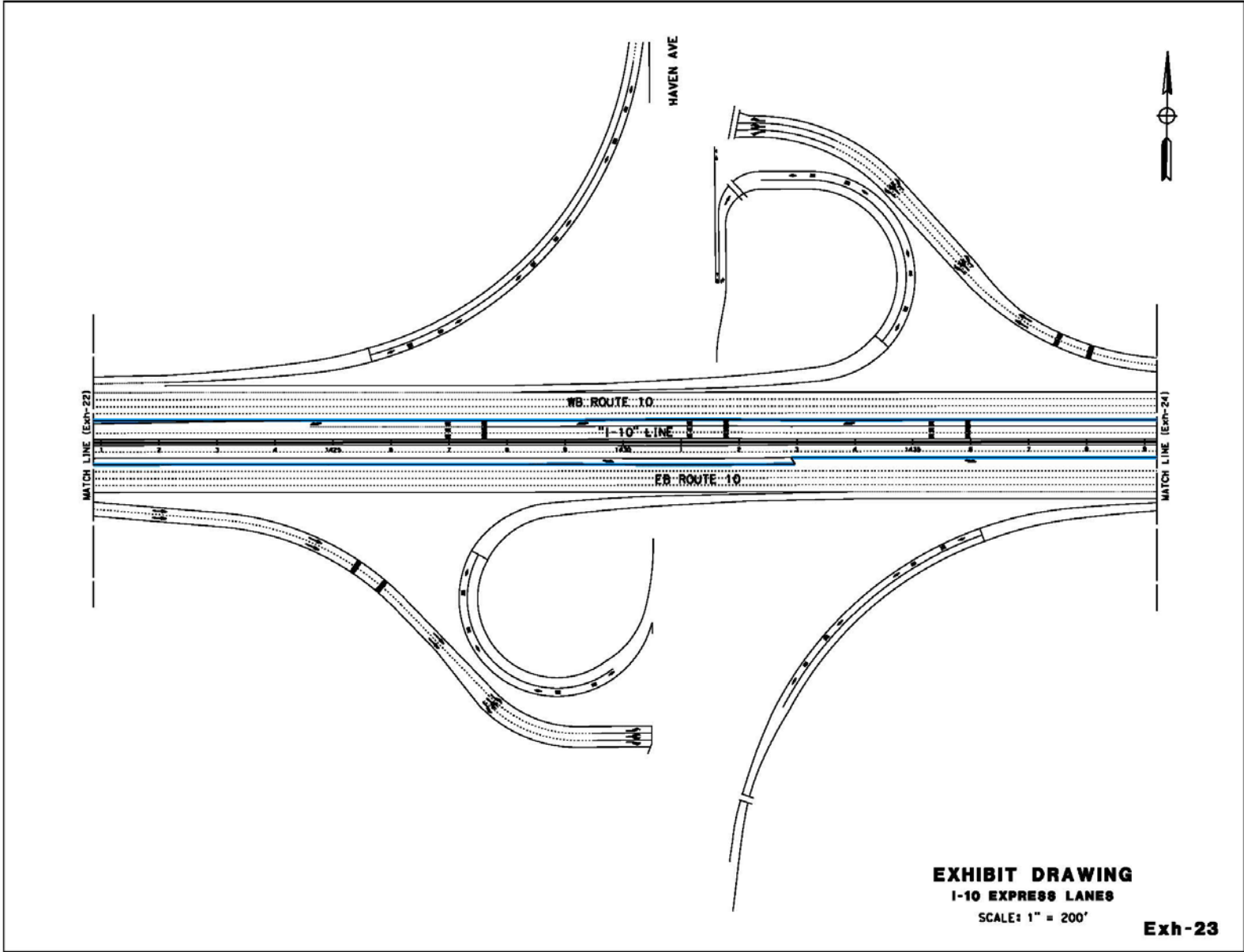
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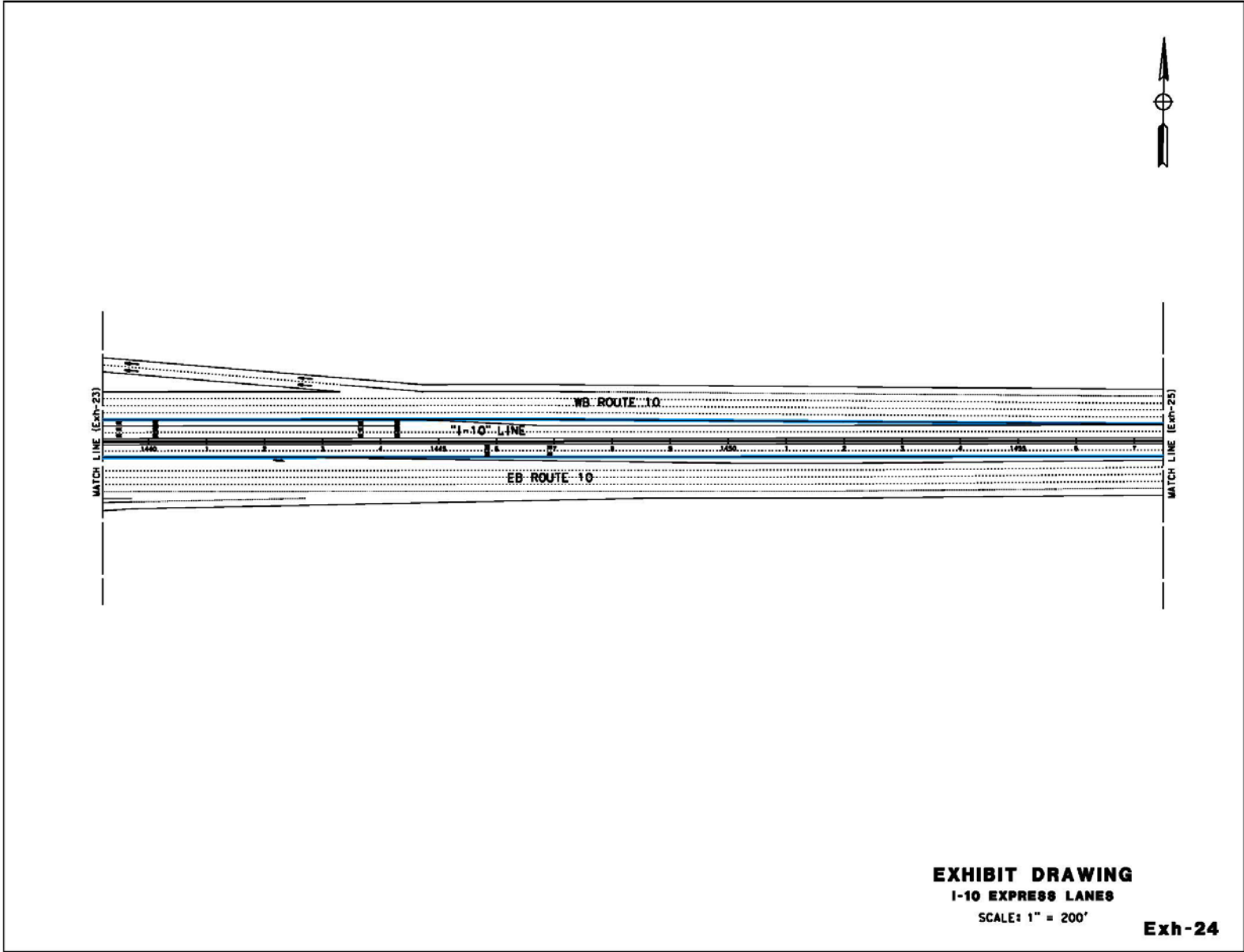


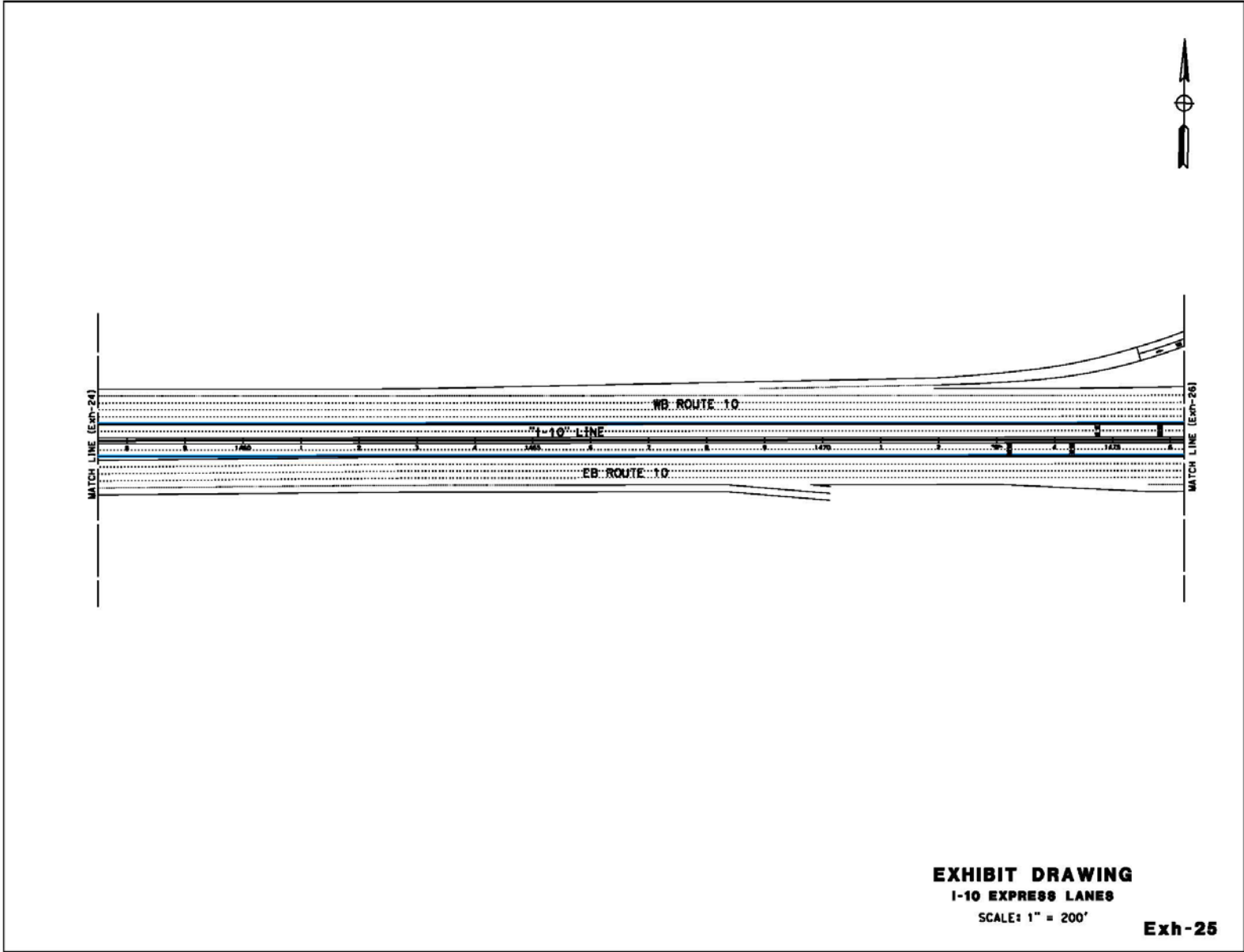
**EXHIBIT DRAWING**  
**I-10 EXPRESS LANES**  
SCALE: 1" = 200'

**Exh-22**

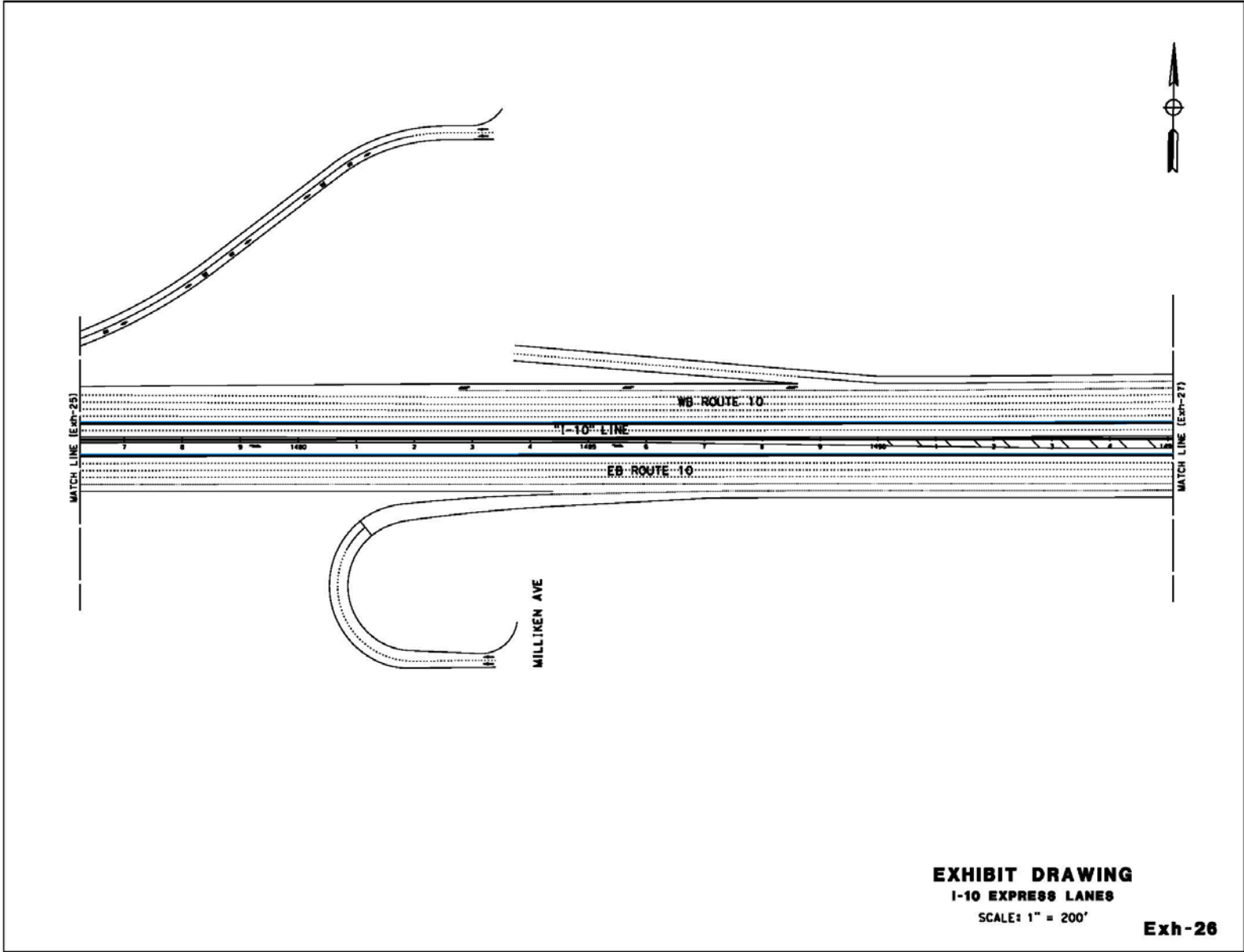


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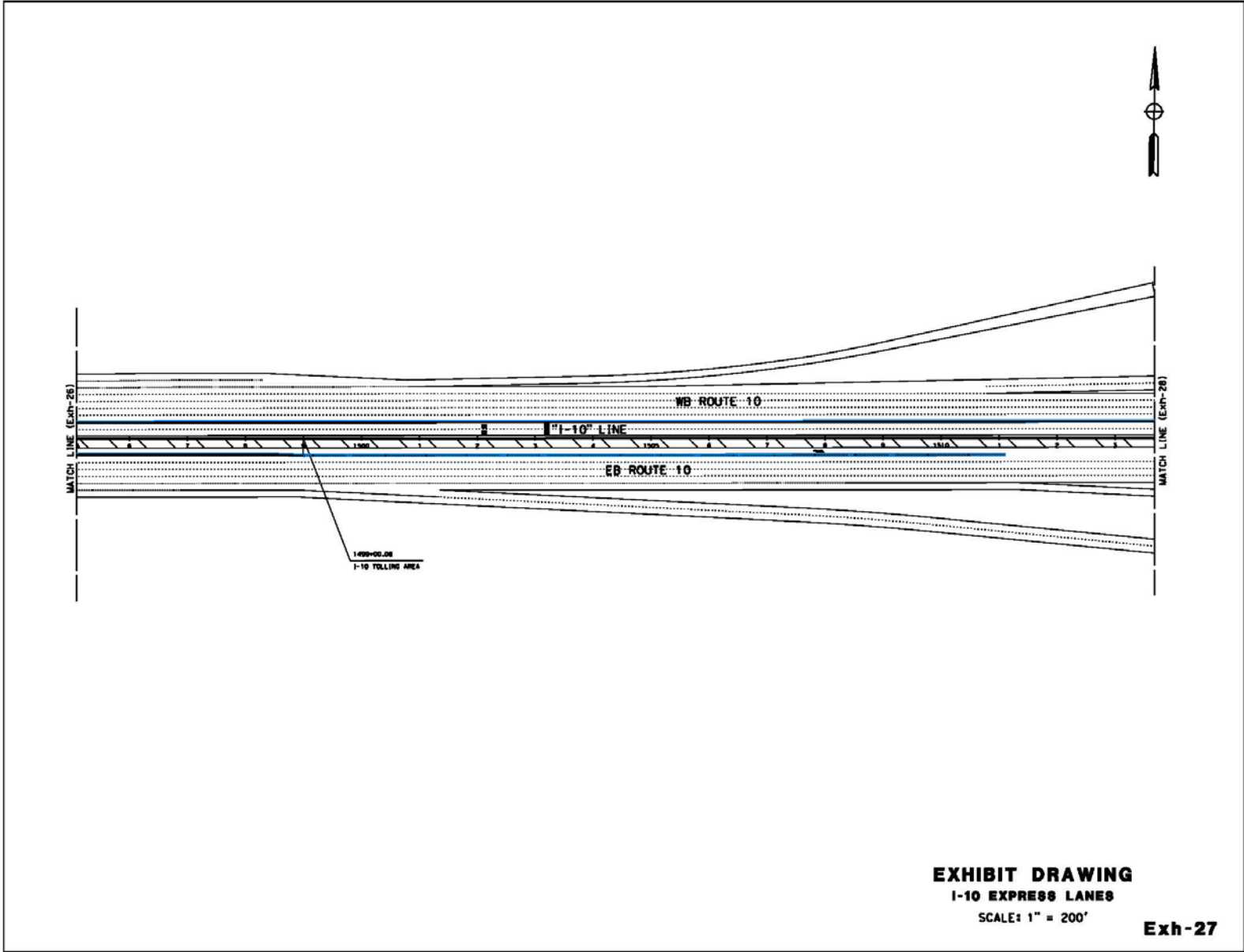


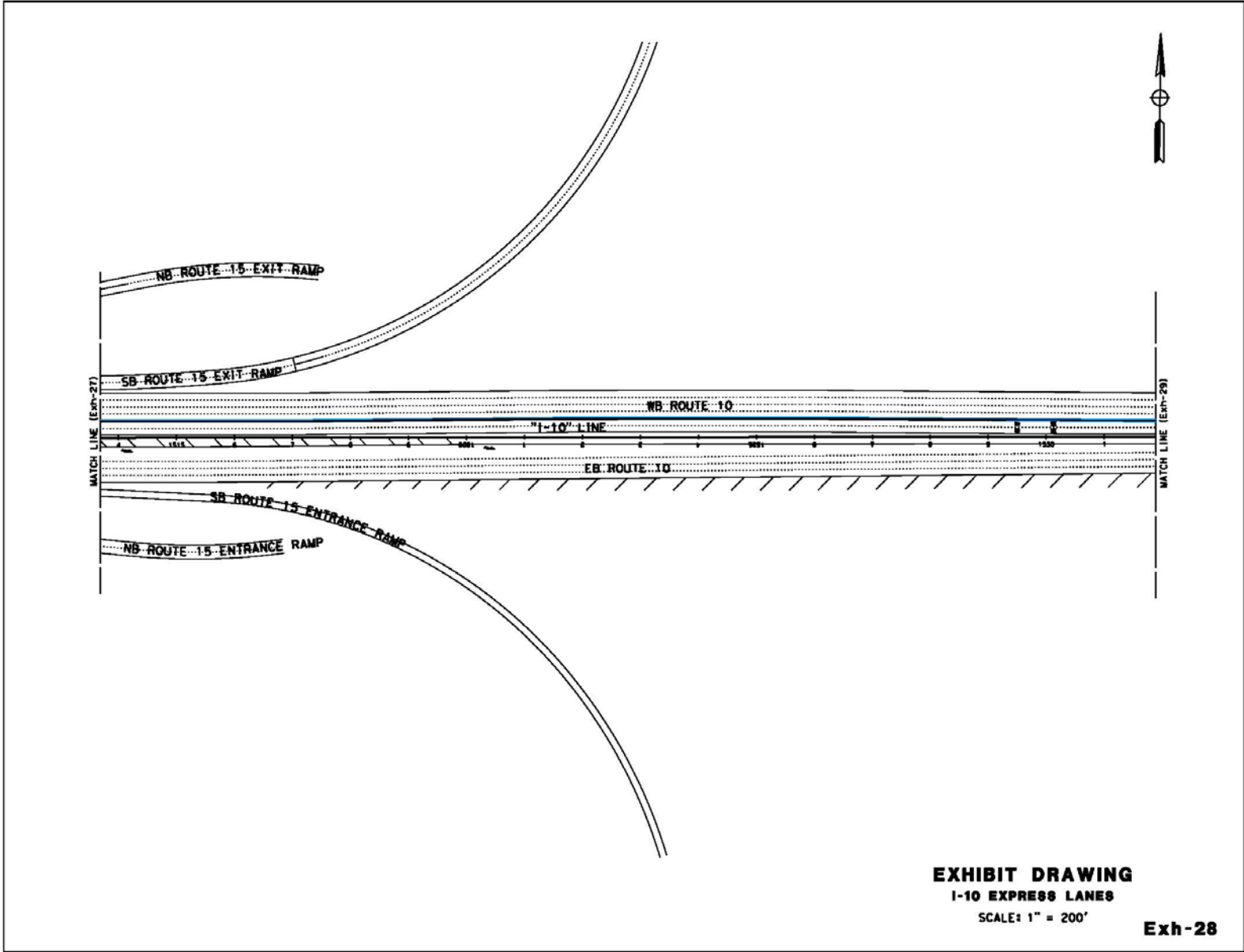


Attachment: [PDF] 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA



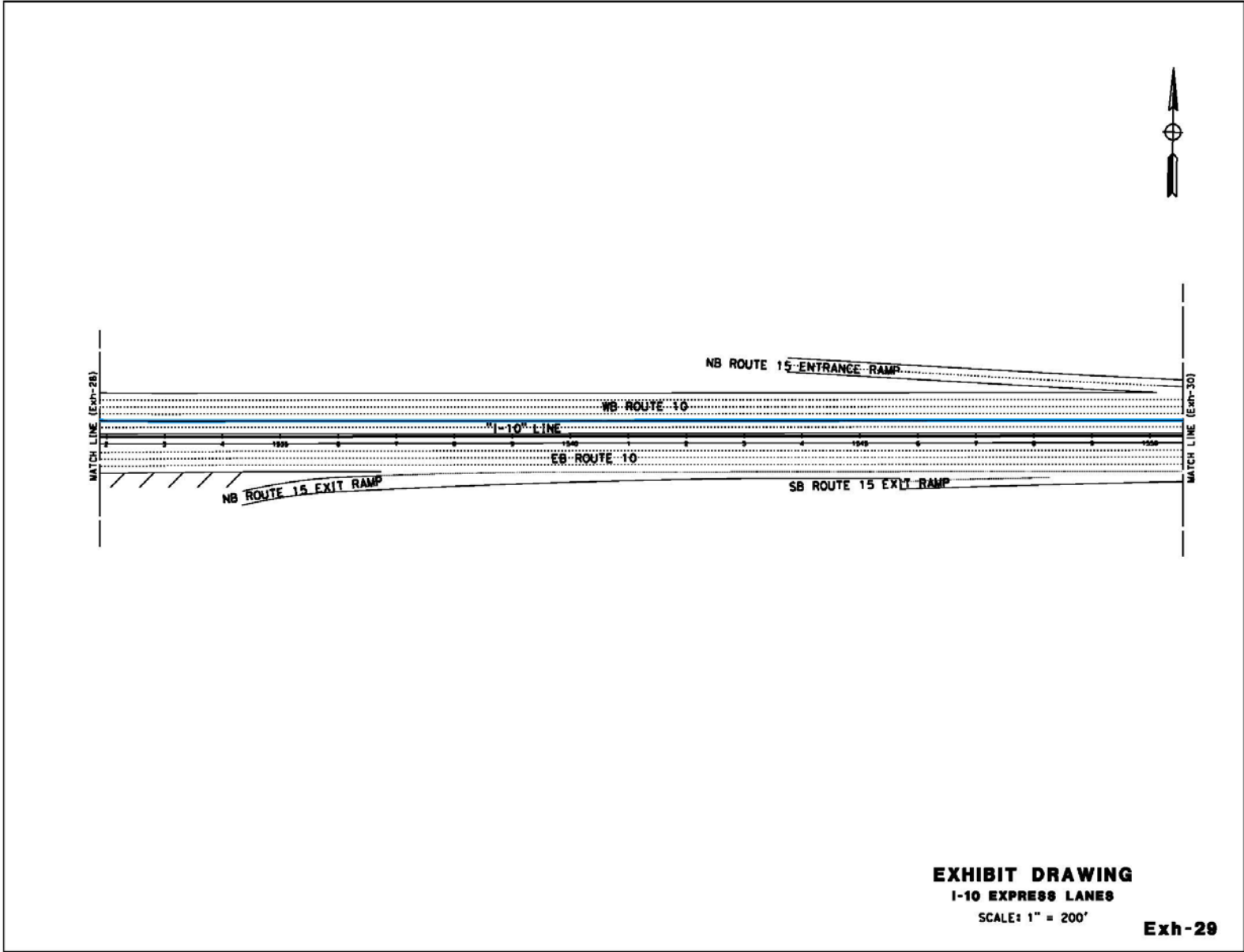
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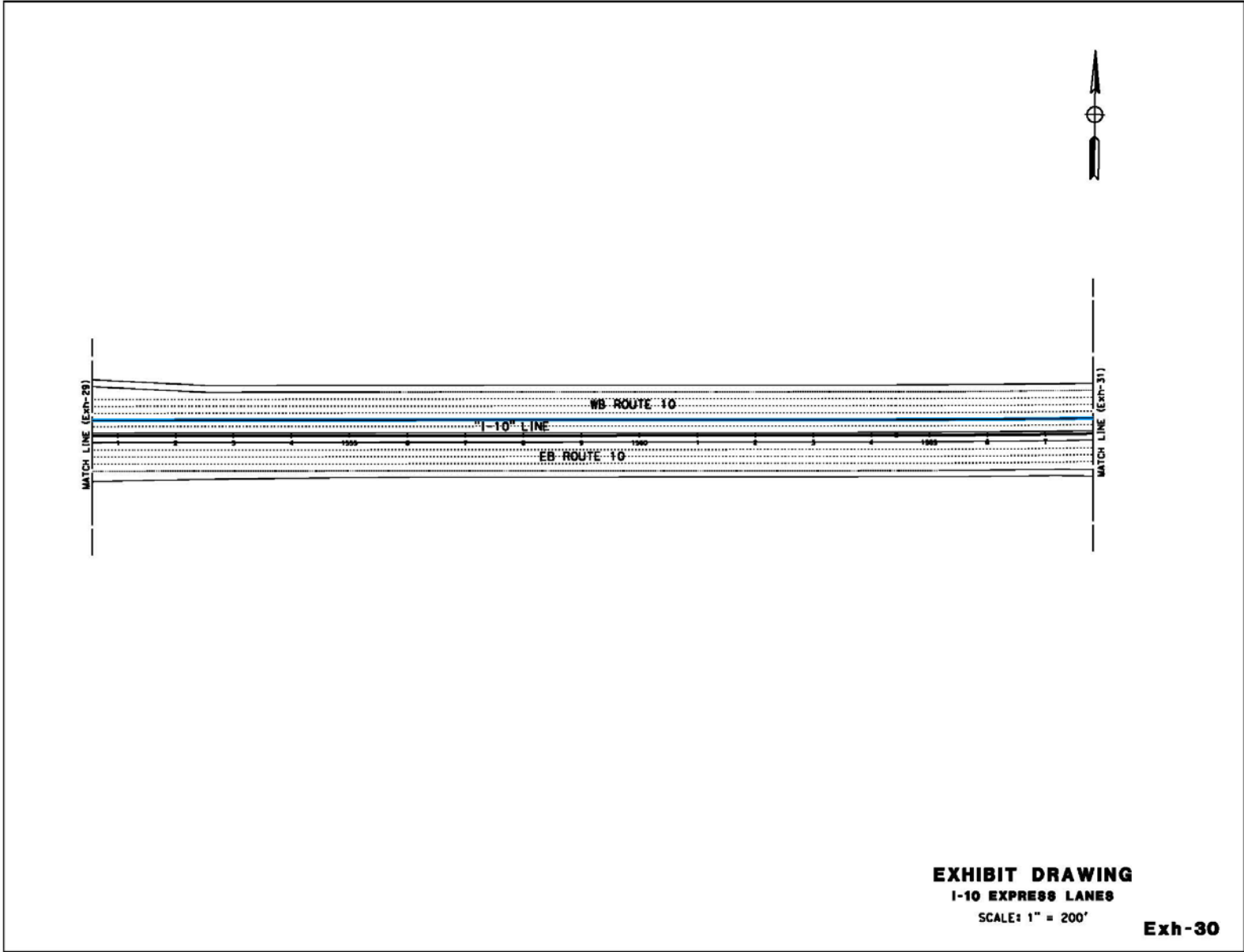


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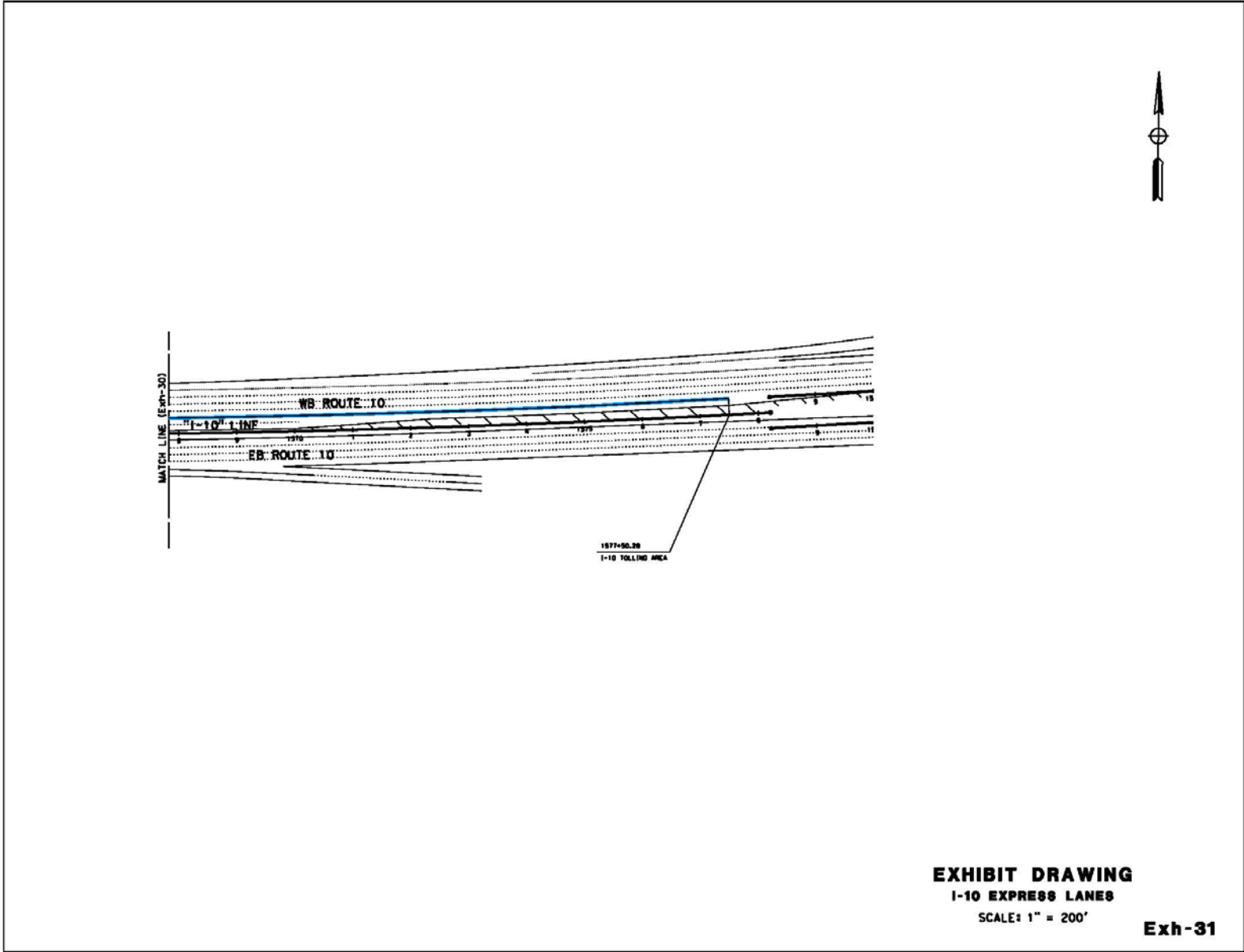




Attachment: [PDF] 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA



Attachment: [PDF] 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA



**EXHIBIT DRAWING**  
**I-10 EXPRESS LANES**  
 SCALE: 1" = 200'

**Exh-31**

**EXHIBIT D****RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

SAN BERNARDINO COUNTY TRANSPORTATION  
AUTHORITY  
1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410  
Attn: Clerk of the Board

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Exempt from Recording fees per Government Code §27383 (Space Above For Recorder's Use)

**MEMORANDUM OF AGREEMENT  
(INCLUDING REAL PROPERTY LEASE)**

**INTERSTATE 10 EXPRESS LANES CONTRACT 1 IN SAN BERNARDINO COUNTY**

THIS MEMORANDUM OF AGREEMENT (INCLUDING REAL PROPERTY LEASE) INTERSTATE 10 EXPRESS LANES CONTRACT 1 IN SAN BERNARDINO COUNTY ("Memorandum of Agreement") is made and entered into on \_\_\_\_\_ by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "Caltrans", and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, referred to herein as "SBCTA." Caltrans and SBCTA are sometimes referred to herein individually as "Party", and collectively as the "Parties".

This Memorandum of Agreement is made in reference to that certain Caltrans/ SBCTA Toll Facility Agreement (Including Real Property Lease) Interstate 10 Toll Facility in San Bernardino County ("TFA") made and entered into by and between the Parties on \_\_\_\_\_.

Pursuant to the TFA, Caltrans agreed to lease to SBCTA that certain freeway right of way legally described in Exhibit "C", attached hereto and incorporated herein by reference, for a term of fifty years, commencing as of the first day on which the full Toll Facility (as defined in the TFA) opens for public use and toll operations, assuming said facility is built. All of the terms and conditions of the TFA are made part of this Memorandum of Agreement as though fully set forth herein.

The Parties shall record a lease commencement date certification setting forth the actual commencement date of the lease described herein, provided that if no such document is recorded, the lease commencement date shall be deemed to be the actual date the full Toll Facility opens for public use and toll operations.

Signatures on following page

**SIGNATURE PAGE TO  
MEMORANDUM OF AGREEMENT (INCLUDING REAL PROPERTY LEASE)  
ROUTE 10 EXPRESS LANES CONTRACT 1 TOLL FACILITY IN SAN BERNARDINO  
COUNTY**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
District Director \*  
District \_\_\_\_\_

Approved As to Legal Form:  
By: \_\_\_\_\_  
Attorney  
Department of Transportation

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Executive Director \*

Approved As to Legal Form:  
By: \_\_\_\_\_  
General Counsel

\* Signatures must be notarized

Attachment: [PDF] 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

**NOTARY ACKNOWLEDGMENT**  
**(California All-Purpose Acknowledgment)**

DRAFT

Attachment: [PDF] 18-1001830-1 (11385 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

## *Minute Action*

AGENDA ITEM: 18

**Date:** *March 5, 2025*

**Subject:**

Mojave Desert Air Basin Project List and Highway Sanctions

**Recommendation:**

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

Receive information on highway projects potentially at risk as a result of Environmental Protection Agency determinations in the Mojave Desert Air Quality Management District.

**Background:**

This agenda item pertains to the potential impacts of recent actions by the Environmental Protection Agency (EPA) on highway projects in the Mojave Desert Air Basin. These projects include highway projects led by San Bernardino County Transportation Authority (SBCTA), local jurisdictions, and California Department of Transportation. The rules governing these actions under the Federal Clean Air Act (CAA) are complex, and court actions thus far have not resolved the issues. Failure to resolve the issues by the end of July 2025 could result in these projects not being able to obtain the necessary approvals to proceed to their next phase and/or loss of access to Federal funds. This could also have ripple effects on other funding awards, including State awards. A brief history of “how we got here” is presented first, followed by a discussion of specific projects, potential consequences, and steps being taken to avoid these impacts.

**A Brief History**

On June 30, 2023, the EPA published an action in the Federal Register that involved three actions: an approval, a limited approval, and limited disapproval of certain revisions to the Mojave Desert Air Quality Management District (MDAQMD or “District”) portion of the California State Implementation Plan (SIP) for air quality. These revisions concern the District’s New Source Review permitting program for new and modified sources of air pollution under Part D of Title I of the CAA. This action updated the District’s portion of the SIP with ten revised rules. Under the authority of the CAA, the EPA action simultaneously approved local rules that regulate emission sources and directed the District to correct rule deficiencies. The action became effective on July 31, 2023.

As a result of EPA’s limited approval and limited disapproval of MDAQMD Rules 1301, 1302, 1303, 1304, and 1305; the EPA must promulgate a Federal Implementation Plan (FIP) under Section 110(c) for the West Mojave Desert nonattainment area portion of the District within 24 months of the effective date unless EPA approves subsequent SIP revisions that correct the deficiencies identified in this action. In addition, the “highway sanction” provision in CAA Section 179(b)(1) will be imposed 24 months after the effective date of the EPA action (in this case, on July 31, 2025). Sanctions will not be imposed if the EPA approves a subsequent SIP submission that corrects the identified deficiencies before the applicable deadlines.

The District subsequently petitioned the U.S. Ninth Circuit Court for review of the EPA’s limited disapproval of the District’s revisions to its portion of the SIP under the CAA. In an opinion

*Entity: San Bernardino County Transportation Authority*



## Board of Directors Agenda Item

March 5, 2025

Page 2

dated September 5, 2024, the court ruled that EPA inadequately explained the reversal of its prior approval of a similar MDAQMD rule and concluded that the EPA's disapproval was arbitrary and capricious. The court therefore granted the District's petition and remanded to EPA to sufficiently articulate its reasons for the change, should they exist.

On December 30, 2024, EPA published in the Federal Register that it is finalizing a FIP under the CAA that consists of Nonattainment New Source Review (NNSR) rules for areas within the jurisdiction of the MDAQMD in which air pollutant concentrations are above specific air quality standards. The NNSR rules will apply to construction of new major stationary sources and major modifications at existing major stationary sources of air pollution. The FIP will be implemented by the EPA, unless and until it is replaced by an EPA-approved SIP. In this action, the EPA also responded that it again disapproves MDAQMD Rule 1304(C)(2)(d) and provided additional information to support that decision.

Under the "highway sanctions" provision, the EPA can halt the approval of projects and the award of certain grants for "non-exempt" transportation projects, including projects in the following major funding programs: (1) Surface Transportation Program; (2) National Highway System; (3) Interstate Maintenance; (4) Bridges; (5) Interstate Construction; (6) Interstate Substitution; and (7) Congestion Mitigation and Air Quality Improvement Program. According to a Federal Highway Administration policy memorandum, the typical types of projects that cannot be federally funded or approved (i.e., are sanctioned) would be projects that expand highway or roadway capacity, including:

1. The addition of general purpose through lanes to existing roads.
2. New highway facilities on new locations.
3. New interchanges on existing highways.
4. Improvements to, or reconfiguration of existing interchanges.
5. Additions of new access points to the existing road network.
6. Increasing functional capacity of the facility.
7. Relocating existing highway facilities.
8. Repaving or resurfacing, except for safety purposes, as defined by Section 179(b) (42 USC 7509).
9. Project development activities, including environmental documentation and preliminary engineering, right-of-way purchase, equipment purchase, and construction solely for non-exempt projects.
10. Transportation enhancement activities associated with the rehabilitation and operation of historic transportation buildings, structures, or facilities not categorically exempted.

If the FIP is not replaced by an EPA-approved SIP by July 31, 2025, the sanctions clock that was set in motion on July 31, 2023, will expire, and the Federal funding and project approvals for the above types of projects will cease until an approved SIP is in place. An email summary of the status of the litigation with EPA was provided to interested parties by Alan DeSalvio, MDAQMD Deputy Air Pollution Control Officer, on January 29, 2025. This email is provided as Attachment 1.

### **Projects Potentially Impacted and Next Steps**

The Southern California Association of Governments (SCAG) has conducted an analysis of the transportation projects within the Mojave Desert Air Basin that could be impacted if the highway sanction clock were to expire. This has been further reviewed by SBCTA staff and is presented as Attachment 2 to this agenda item.

The highway projects in San Bernardino County are at different stages in their development. If a Federal approval of an action or funding obligation is not obtained by July 31, 2025, the project will not be allowed to proceed through that point. For example, if the US 395 Freight Mobility and Safety Project (Interstate 15 to State Route 18) does not receive a Federal obligation of funding for the construction phase prior to that date, the project will be brought to a halt until the highway sanction is removed. While safety is a component of the US 395 project, and there is an exclusion for safety projects, SBCTA does not believe US 395 will qualify for the exclusion because it is adding through lanes. The “addition of general purpose through lanes to existing roads” is explicitly included in the list of project types that would not likely meet the exemption criteria, as presented above. Other Federally-funded projects in the Mojave Desert Air Basin that may be in the Project Approval and Environmental Document stage would not be able to obtain their environmental approval to move forward.

All parties in San Bernardino County, along with SCAG, are making an effort to resolve the issue that puts the highway projects at risk. However, it is currently uncertain if, when, or how the issue will be resolved by July 31. This item is being presented to make SBCTA Board members aware of the issue. SBCTA and local agencies with highway projects are not part of the decision-making process, but keeping projects on schedule or ahead of schedule is of paramount importance at this time.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the Mountain/Desert Committee on February 21, 2025.

***Responsible Staff:***

Steve Smith, Director of Planning & Regional Programs

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Approved  
 Board of Directors  
 Date: March 5, 2025

Witnessed By:

## Attachment 1.

### January 29, 2025 Email from Alan De Salvio (MDAQMD) to Interested Stakeholders

**From:** Alan De Salvio <Adesalvio@mdaqmd.ca.gov>  
**Sent:** Wednesday, January 29, 2025 4:07 PM  
**Cc:** Brad Poiriez <bradp@mdaqmd.ca.gov>  
**Subject:** MDAQMD Major Source NSR Issue Overview and Summary

You are receiving this information email as a major source within the MDAQMD potentially impacted by EPA's disapproval of MDAQMD New Source Review rules, and subsequent related actions. I am providing this overview and summary of the current status for your information only. I am available to respond to questions (note I am limited regarding ongoing litigation).

#### **EPA disapproves multiple MDAQMD Rules, and disapproval of Rule 1304(C)(2)(d) is reversed by Ninth Circuit.**

- EPA partially disapproved of six MDAQMD Rules, including Rule 1304(C)(2)(d) in 2023
- MDAQMD filed a petition for review and then mediated the dispute with EPA before briefing. The parties agreed to rule revisions that addressed all issues except EPA's disapproval of Rule 1304(C)(2)(d) (i.e., simultaneous emission reduction offsets). MDAQMD adopted revised rules in early 2024, and CARB submitted the revised rules to EPA for approval in August 2024.
- MDAQMD briefed and argued the disapproval of Rule 1304(C)(2)(d), and the Ninth Circuit vacated that disapproval in September 2024, concluding it was arbitrary and capricious for failing to explain why EPA was reversing its prior approval of the rule. The Court remanded the matter to EPA for an explanation of that position reversal.

#### **EPA has taken no action on the revised rules and has promulgated a new disapproval of Rule 1304(C)(2)(d) and a FIP to displace all of the rules EPA disapproved in 2023, including Rule 1304(C)(2)(d).**

- EPA promulgated a new disapproval of Rule 1304(C)(2)(d) and a FIP to replace that rule as well as the other previously-disapproved five rules.
  - EPA replaced the prior 2023 disapproval of Rule 1304(C)(2)(d) with a "new agency action" disapproving of the rule which provides new bases for that disapproval.
  - In the same Final Rule, EPA issued a FIP to replace all of the rules that it disapproved in 2023 as well as Rule 1304(C)(2)(d) that it had simultaneously just disapproved.
  - This combined disapproval/FIP Final Rule (the "2024 Final Rule") was published on 12/30/2024 and goes into effect on 2/28/2025.

#### **MDAQMD's initial response: Motion to Enforce Mandate**

- MDAQMD moved the 9<sup>th</sup> Circuit to prevent the publication of the Final Rule, arguing that it contradicted the Court's mandate (the prior decision against EPA).
- The Ninth Circuit denied that motion without prejudice but indicated that the arguments could be presented in a petition for review.

## Current Status

- **Sanctions:** EPA has recently informed MDAQMD that it is targeting a NPRM on the revised rules that CARB submitted by 4/2/2025. EPA also explained that it is not planning to move forward with a companion interim final determination (“IFD”) to stop sanctions because of the “remaining deficiency”—namely, Rule 1304(C)(2)(d).
  - While we are still communicating with EPA, it appears that the agency is taking the position that the 18 and 24 month sanctions clock continues to tick from the 2023 disapproval of Rule 1304(C)(2)(d), and if this were not true or if Rule 1304(C)(2)(d) offsets were eliminated, EPA would issue an IFD to stop sanctions.
  - MDAQMD disagrees with EPA’s position. EPA jettisoned its 2023 disapproval of Rule 1304(C)(2)(d) to replace it with the superseding “new” disapproval of the rule in 2024. This should have reset the sanctions clock with respect to that disapproval, which would provide time to either prevail in litigation on that rule, convince EPA to take a different path, or submit a revised rule that addresses EPA’s concerns.
  - IF EPA imposes sanctions based on the 2023 disapproval, then MDAQMD can file a petition for review of that final agency action and a motion to stay, pending review.
- **Litigation:** MDAQMD will file a petition for review in the Ninth Circuit before February 28, 2025 to challenge the 2024 Final Rule. A draft petition is being finalized now.

**Scope of litigation:** As an initial matter, the scope of the challenge is limited to the disapproval of Rule 1304(c)(2)(d) and the imposition of a simultaneous FIP to displace that rule. The FIP of the other rules will be resolved when EPA approves the revised rules in April.

**Motion to stay the Final Rule** – We may file a motion to stay the Final Rule at any point after a petition for review is filed. If the motion is granted, that would allow MDAQMD to continue to permit the use of 1304(C)(2)(d) offsets during the litigation on the petition for review.

**NSR FIP** - While related, this is a separate matter. I have no information regarding the status of the NSR FIP with regards to how EPA will implement or when. When I have any information on it I will forward it to you.

Much of this may change based on the new administration, and much of it is subject to administration transition issues. Stay tuned.



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**Attachment 2.**

**San Bernardino County Projects Potentially Impacted by Expiration of the Highway Sanctions Clock Imposed by EPA on the MDAQMD**

LEAD AGENCY	PROJECT NAME	PROJECT DESCRIPTION	SBCTA COMMENT	STAGE OF DEVELOPMENT
DESERTXPRESS ENTERPRISES, LLC DBA XPRESSWEST	XPRESSWEST; HIGH-SPEED RAIL FROM VICTOR VALLEY TO LAS VEGAS (PA&ED ONLY)	IN SAN BERNARDINO COUNTY: XPRESSWEST; CONSTRUCT A HIGH-SPEED PASSENGER RAIL SERVICE FROM VICTOR VALLEY TO LAS VEGAS (PA&ED ONLY)	AN EXEMPT PROJECT OVERALL, BUT UNCLEAR HOW MODIFICATION OF INTERCHANGES AT STATIONS COULD BE IMPACTED.	DESIGN-BUILD, BUT SECURITY OF FEDERAL FUNDING AWARD UNCLEAR.
HESPERIA	MAPLE AVENUE STREET IMPROVEMENTS PHASE I - ROADWAY IMPROVEMENTS CONSISTING OF REHABILITATION AND RECONSTRUCTION OF THE EXISTING ROADWAY.	MAPLE AVENUE STREET IMPROVEMENTS PHASE I - ROADWAY IMPROVEMENTS CONSISTING OF REHABILITATION AND RECONSTRUCTION OF THE EXISTING ROADWAY.	FEDERAL EARMARK – STILL NEEDS NEPA PA/ED WHICH COULD NOT OCCUR AND EARMARK EXPIRES 9/30/2025	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
SAN BERNARDINO COUNTY	RECONSTRUCT NEEDLES HIGHWAY, SEGMENT 1C, APPROXIMATELY 2.15 MILES IN LENGTH FROM DAVID DRIVE TO 0.1 MILE NORTH OF NOTCHO ROAD (PARENT PROJECT SBD031426)	RECONSTRUCT NEEDLES HIGHWAY, SEGMENT 1C, APPROXIMATELY 2.15 MILES IN LENGTH FROM DAVID DRIVE TO 0.1 MILE NORTH OF NOTCHO ROAD (PARENT PROJECT SBD031426)	FEDERAL FUNDS FOR CONSTRUCTION – NEEDS CONSTRUCTION AUTHORIZATION BY JULY	ENGINEERING/PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

Attachment: PDF- Attachment 2 - San Bernardino County Projects Potentially Impacted by Highway

LEAD AGENCY	PROJECT NAME	PROJECT DESCRIPTION	SBCTA COMMENT	STAGE OF DEVELOPMENT
SAN BERNARDINO COUNTY	GROUPED PROJECT TO REPLACE OR REHABILITATE MULTIPLE BRIDGES ALONG NATIONAL TRAILS HIGHWAY BETWEEN DAGGETT TO THE WEST AND INTERSTATE 40 TO THE EAST. PROJECTS ARE CONSISTENT WITH 40 CFR PART 93.126 EXEMPT TABLES 2 AND TABLE 3 CATEGORIES - NON CAPACITY WIDE	GROUPED PROJECT TO REPLACE OR REHABILITATE MULTIPLE BRIDGES ALONG NATIONAL TRAILS HIGHWAY BETWEEN DAGGETT TO THE WEST AND INTERSTATE 40 TO THE EAST. PROJECTS ARE CONSISTENT WITH 40 CFR PART 93.126 EXEMPT TABLES 2 AND TABLE 3 CATEGORIES - NON CAPACITY WIDENING NARROW PAVEMENTS OR RECONSTRUCTING BRIDGES (NO ADDITIONAL TRAVEL LANES) TOLL CREDITS TO MATCH STP \$1,713 (FY24/25 \$867 AND FY25/26 \$846).	FEDERAL FUNDS FOR CONSTRUCTION – NEEDS NEPA PA/ED AND CONSTRUCTION AUTHORIZATION FOR FIRST THREE BRIDGES BY JULY, WHICH WILL LIKELY NOT OCCUR	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
SAN BERNARDINO COUNTY	SHADOW MT RD FROM HELENDALE RD EAST TO NTH; CONSTRUCT AND EXTEND FROM 2-4 LNS - INCLUDING 4 LANE BRIDGE OVER MOJAVE RIVER & GRADE SEP OVER RAIL TRACKS WITH ADDITIONAL CONNECT TO VISTA RD ON W SIDE OF TRACKS (PA&ED ONLY)	SHADOW MT RD FROM HELENDALE RD EAST TO NTH; CONSTRUCT AND EXTEND FROM 2-4 LNS - INCLUDING 4 LANE BRIDGE OVER MOJAVE RIVER & GRADE SEP OVER RAIL TRACKS WITH ADDITIONAL CONNECT TO VISTA RD ON W SIDE OF TRACKS (PA&ED ONLY)	PROJECT IN PA/ED PHASE AND NOT FULLY FUNDED BUT WOULD NOT BE ABLE TO GET NEPA PA/ED AFTER JULY	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
SAN BERNARDINO COUNTY	RESTRIPE EXISTING STRUCTURAL SECTION OF BAKER BLVD BETWEEN I-15 RAMPS AND SH 127 FROM 2 - 4 LANE CONFIGURATION IN CONJUNCTION WITH PROJECT TO REPLACE EXISTING 2 LANE BRIDGE 54CO127 WITH 4 LANE BRIDGE	RESTRIPE EXISTING STRUCTURAL SECTION OF BAKER BLVD BETWEEN I-15 RAMPS AND SH 127 FROM 2 - 4 LANE CONFIGURATION IN CONJUNCTION WITH PROJECT TO REPLACE EXISTING 2 LANE BRIDGE 54CO127 WITH 4 LANE BRIDGE	PROJECT IS NOT FEDERALLY-FUNDED BUT RELATED BAKER BRIDGE PROJECT IS	ENGINEERING/PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

LEAD AGENCY	PROJECT NAME	PROJECT DESCRIPTION	SBCTA COMMENT	STAGE OF DEVELOPMENT
SAN BERNARDINO COUNTY	IN SAN BERNARDINO COUNTY: WIDEN PHELAN ROAD 2-4 LANES FROM SR 138 TO LOS BANOS AVENUE, PLUS A CONTINUOUS LEFT TURN.	IN SAN BERNARDINO COUNTY: WIDEN PHELAN ROAD 2-4 LANES FROM SR 138 TO LOS BANOS AVENUE, PLUS A CONTINUOUS LEFT TURN.	PROJECT IS SCHEDULED FOR NEPA APPROVAL IN 2026 - WOULD BE AFFECTED IF SANCTIONS STILL IN PLACE.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
SAN BERNARDINO COUNTY	BAKER BLVD. BRIDGE - OVER MOJAVE RIVER, 0.2 MI SW OF DEATH VALLEY RD REPLACE 2 LANE BRIDGE W 4 LANE BRIDGE (BRIDGE NO 54C0127)	BAKER BLVD. BRIDGE - OVER MOJAVE RIVER, 0.2 MI SW OF DEATH VALLEY RD REPLACE 2 LANE BRIDGE W 4 LANE BRIDGE (BRIDGE NO 54C0127)	PROJECT SCHEDULED FOR NEPA APPROVAL IN APRIL 2025 BUT FEDERAL APPROVALS COULD BE DELAYED. WILL NOT BE ABLE TO PROCEED TO CONSTRUCTION WHILE SANCTIONS ARE IN PLACE.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY	US-395 (HESPERIA, VICTORVILLE, & ADELANTO) FROM 0.16 MI N/O INTERSTATE ROUTE 15 JUNCTION TO SR18 - WIDEN FROM 2-4 LANES AND ADD LEFT TURN CHANNELIZATION AT INTERSECTIONS (EA 0F633) (TOLL CREDITS TO MATCH CRRSAA, STP AND STIP)	US-395 (HESPERIA, VICTORVILLE, & ADELANTO) FROM 0.16 MI N/O INTERSTATE ROUTE 15 JUNCTION TO SR18 - WIDEN FROM 2-4 LANES AND ADD LEFT TURN CHANNELIZATION AT INTERSECTIONS (EA 0F633) (TOLL CREDITS TO MATCH CRRSAA, STP AND STIP)	SBCTA WILL BE WORKING WITH CALTRANS AND CTC TO EXPEDITE CONSTRUCTION AUTHORIZATION AFTER PROJECT IS READY TO LIST, WHICH IS SCHEDULED FOR APRIL 2025.	ENGINEERING/PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)
TWENTYNINE PALMS	IN THE CITY OF TWENTYNINE PALMS, ON STATE ROUTE 62 FROM 524' EAST OF ENCELIA AVENUE TO LARREA AVENUE. CONSTRUCT CURBS, GUTTERS, AND SIDEWALKS, ON THE NORTH SIDE OF STATE ROUTE 62 AND A RAISED MEDIAN ON SR 62.	IN THE CITY OF TWENTYNINE PALMS, ON STATE ROUTE 62 FROM 524' EAST OF ENCELIA AVENUE TO LARREA AVENUE. CONSTRUCT CURBS, GUTTERS, AND SIDEWALKS, ON THE NORTH SIDE OF STATE ROUTE 62 AND A RAISED MEDIAN ON SR 62. THE PROJECT INCLUDES MINOR WIDENING ON THE NORTH SIDE OF SR 62 AND WIDENING OF THE BOX CULVERT OVER THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT TWENTYNINE PALMS WASH.	PROJECT IS SCHEDULED FOR CONSTRUCTION IN 2026 - WOULD BE AFFECTED IF SANCTIONS STILL IN PLACE.	ENGINEERING/PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

Attachment: PDF- Attachment 2 - San Bernardino County Projects Potentially Impacted by Highway



LEAD AGENCY	PROJECT NAME	PROJECT DESCRIPTION	SBCTA COMMENT	STAGE OF DEVELOPMENT
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY	I-15 CAJON PASS NORTHBOUND CORRIDOR FREIGHT PROJECT	ON I-15 IN THE CAJON PASS FROM CLEGHORN RD TO SR 138, EXTEND THE NORTHBOUND TRUCK LANE AND RECONSTRUCT NORTHBOUND RAMP AT CLEGHORN RD	NEPA PA/ED ABOUT TO BEGIN AND EXPECTED TO CONCLUDE IN DECEMBER 2026, SO FINAL APPROVAL COULD BE DELAYED IF SEGMENT IN MDAB PREVENTS ENTIRE PROJECT FROM MOVING FORWARD.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY	SR 62 WIDENING AND INTERSECTION IMPROVEMENTS	SR 62 IN YUCCA VALLEY FROM SAGE TO AIRWAY - WIDEN FROM 4 TO 6 LANES INCLUDING INTERSECTION AND TRAFFIC SIGNAL MODIFICATIONS – PA/ED ONLY	NEPA PA/ED ABOUT TO BEGIN AND EXPECTED TO CONCLUDE IN JUNE 2027, SO FINAL APPROVAL COULD BE DELAYED.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
APPLE VALLEY	YUCCA LOMA RD.: FROM RINCON RD. TO NAVAJO RD - WIDEN EXISTING 2 LANE RD. TO 4 LANE RD. (2 LANES IN EACH DIRECTION)	YUCCA LOMA RD.: FROM RINCON RD TO NAVAJO RD - WIDEN EXISTING 2 LANE RD. TO 4 LANE RD. (2 LANES IN EACH DIRECTION)	NEPA PA/ED ABOUT TO BEGIN AND EXPECTED TO CONCLUDE IN LATE 2025, FINAL APPROVAL WOULD BE DELAYED. POTENTIAL STBG APPLICANT FOR CON.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
APPLE VALLEY	SR 18 WIDENING IN THE TOWN OF APPLE VALLEY	SR 18 IN APPLE VALLEY FROM APPLE VALLEY RD TO TAO RD - WIDEN TO 3 LANES IN EACH DIRECTION	NEPA PA/ED ABOUT TO BEGIN AND EXPECTED TO CONCLUDE IN JUNE 2027, SO FINAL APPROVAL COULD BE DELAYED. POTENTIAL STBG APPLICANT FOR PS&E.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
VICTORVILLE	MOJAVE DR WIDENING IN CITY OF VICTORVILLE	MOJAVE DR IN VICTORVILLE FROM US 395 TO 7TH AVE - WIDEN TO 3 LANES IN EACH DIRECTION	NEPA PA/ED EXPECTED TO CONCLUDE IN 2025, SO FINAL APPROVAL COULD BE DELAYED. POTENTIAL STBG APPLICANT FOR CON.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
VICTORVILLE	BEAR VALLEY RD WIDENING IN CITY OF VICTORVILLE	BEAR VALLEY RD IN VICTORVILLE FROM MONTE VISTA RD TO US 395 - WIDEN TO 3 LANES IN EACH DIRECTION	NEPA PA/ED EXPECTED TO CONCLUDE IN 2025, SO FINAL APPROVAL COULD BE DELAYED. POTENTIAL STBG APPLICANT FOR CON.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)

Attachment: PDF- Attachment 2 - San Bernardino County Projects Potentially Impacted by Highway

LEAD AGENCY	PROJECT NAME	PROJECT DESCRIPTION	SBCTA COMMENT	STAGE OF DEVELOPMENT
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY	SR 18 SAFETY AND OPERATIONAL IMPROVEMENTS – PA/ED ONLY	ON SR 18 WEST OF US 395 - SAFETY AND OPERATIONAL IMPROVEMENTS THAT COULD INCLUDE A CONTINUOUS CENTER MEDIAN, OPERATIONAL ENHANCEMENTS SUCH AS ADDING LEFT AND/OR RIGHT TURN CHANNELIZATION, AND COMPLETE STREET IMPROVEMENTS SUCH AS BIKE LANES, SIDEWALKS, AND CROSSWALKS.	NEPA PA/ED ABOUT TO BEGIN AND EXPECTED TO CONCLUDE IN JUNE 2027, SO FINAL APPROVAL COULD BE DELAYED. HOWEVER, PROJECT IS SAFETY-RELATED.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
NEEDLES	RIVER RD AND RIVER ST IN CITY OF NEEDLES	WIDEN ASPHALT ON RIVER RD FROM NORTH K ST TO 600' WEST OF JACK SMITH PARK AND ON RIVER ST FROM BNSF TO NORTH K STREET FOR FIRE ACCESS REQUIREMENTS	NEPA PA/ED ABOUT TO BEGIN AND EXPECTED TO CONCLUDE IN JUNE 2026, SO FINAL APPROVAL COULD BE DELAYED. HOWEVER, PROJECT IS SAFETY-RELATED.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
SAN BERNARDINO COUNTY	US 95/HAVASU RD INTERSECTION IMPROVEMENTS	AT US 395 AND HAVASU RD IN SAN BERNARDINO COUNTY, ASS TURN LANES TO EASE TRAFFIC CONGESTION AND INCREASE SAFETY.	NEPA PA/ED EXPECTED TO CONCLUDE IN 2025, SO FINAL APPROVAL COULD BE DELAYED. HOWEVER, PROJECT IS SAFETY-RELATED.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)

## *Minute Action*

AGENDA ITEM: 19

***Date:*** March 5, 2025

***Subject:***

Long Range Multimodal Transportation Plan - Final Report

***Recommendation:***

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

Approve the Final Long Range Multimodal Transportation Plan for purposes of input to the next Regional Transportation Plan/Sustainable Communities Strategy to be prepared by the Southern California Association of Governments.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) began development of the San Bernardino County Long Range Multimodal Transportation Plan (LRMTP) in spring 2023, funded by a California Department of Transportation (Caltrans) Sustainable Communities Grant of \$594,471. Brief updates on progress were provided in General Policy Committee agenda items such as the multimodal transportation quarterly reports, references in budget presentations, and highlights in updates from the Planning and Regional Programs Department.

A presentation of the proposed LRMTP strategies and actions was made to the Board of Directors Metro Valley Study Session (MVSS) on November 14, 2024 and to the Mountain/Desert Policy Committee (MDC) on November 15, 2024. Similar presentations were made to the SBCTA Transportation Technical Advisory Committee (TTAC) on December 2, 2024 and to the City/County Managers' Technical Advisory Committee (CCMTAC) on December 5, 2024.

The full Draft LRMTP was made available for public review on December 17, 2024 with a closing date for comments of January 17, 2025. Notification of the publication of the Draft LRMTP was made to stakeholder working groups, local jurisdictions and transit agencies in San Bernardino County, and through social media e-blasts. Two stakeholder working group meetings were held to present and discuss the Draft LRMTP, one on January 7, 2025 and one on January 9, 2025.

The proposed Final LRMTP is being provided as an attachment to this agenda item. This includes an update that incorporates clarifications from the Draft LRMTP plus additional material on a "top tier" of Priority Transit Corridors for future consideration as well as lists of priority active transportation projects, explained later in this agenda item. The final LRMTP package of documents includes the Final Plan, responses to comments on the Draft LRMTP, final subarea plans, and links to the Existing Conditions StoryMap, Existing Transit Conditions Report, etc. Comments on the Draft LRMTP have been wide-ranging, to include concerns about too much emphasis on highway projects, not enough emphasis on transit and active transportation projects, concerns about the impact of freight movement through the county, concerns over inclusion of specific projects, suggestions on other projects, appreciation for information in subarea plans, concern over shortcomings in subarea plans, and suggestions about funding and implementation. The comment log, including SBCTA responses, has been made publicly available for review on the LRMTP website.

*Entity: San Bernardino County Transportation Authority*

While no specific requirements exist on approvals of the LRMTMP, staff is requesting approval of the LRMTMP as a basis for input into the forthcoming planning efforts for the Southern California Association of Governments (SCAG) 2028 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Growth forecasting for the RTP/SCS will begin in 2025, and strategy discussions for the new plan will begin shortly thereafter. Project submittals for the RTP/SCS will be requested in 2027, and the SBCTA LRMTMP will serve as a starting point for those submittals. The LRMTMP will also serve as a reference document for future discussions with the Federal Transit Administration, Federal Highway Administration, Caltrans, the California State Transportation Agency and others.

Background on development of the Draft LRMTMP, the technical analyses conducted, the public and agency outreach, the development of subarea plans for each Measure I subregion, and connections to other plans (e.g. the SCAG RTP/SCS, Short Range Transit Plans by the transit operators, Measure I 10-Year Delivery Plan, etc.) may be found in the November MVSS and MDC agenda items and need not be repeated here. In addition, as noted above, there are two areas where additional analysis and recommendations have been included subsequent to the Draft LRMTMP: 1) development of a “top tier” of Priority Transit Corridors for the San Bernardino Valley, and 2) identification of priority active transportation projects and Safe-Routes-to-School projects. The purpose of this information is to provide additional guidance for these two areas, as they are not directly addressed in the SBCTA 10-Year Delivery Plan or in other plans.

### **“Top Tier” of Priority Transit Corridors for the San Bernardino Valley**

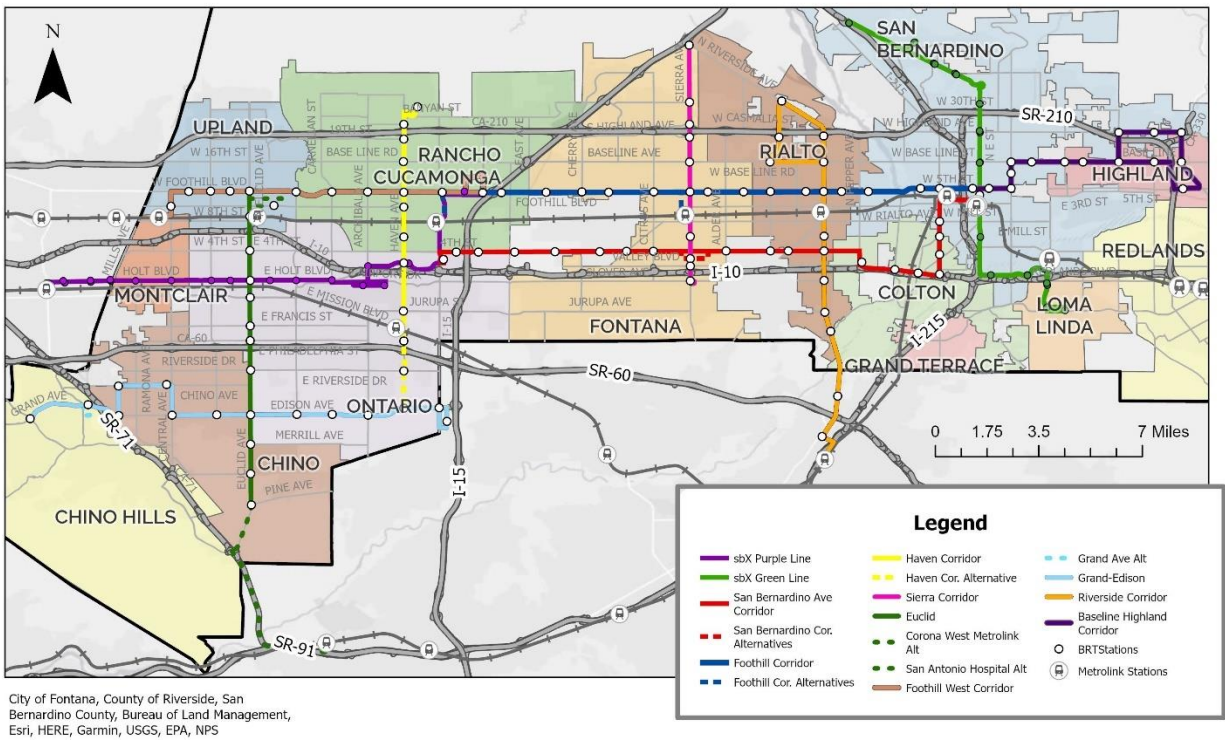
Two prior presentations have been made to the SBCTA Transit Committee on the topic of Priority Transit Corridors, one on September 12, 2024 and one on November 14, 2024. The results of the analysis of these corridors were presented to the MVSS on February 13, 2025 because the MVSS has representation from all the jurisdictions in the Valley.

As background, Omnitrans prepared their original Systemwide Plan of priority transit routes in 2010. An update to the Systemwide Plan was developed in 2019 and is shown in Figure 1 on the following page. The E Street Bus Rapid Transit (BRT) line (Green Line) has been in service for 10 years. The West Valley Connector BRT (future Purple Line) is under construction. As part of the LRMTMP, Omnitrans and SBCTA have been looking broadly at what investments should be made to other Priority Transit Corridors in the Systemwide Plan and sought input from local jurisdictions in summer 2024 regarding potential investments on routes serving their jurisdictions. SBCTA has estimated that up to \$125 million in funding could be available from the Measure I Express Bus/BRT Program through 2040. The Express Bus/BRT Program receives 5 percent of Valley Measure I revenue that can be used for both capital and operations. With the right combination of investments, this funding could be leveraged to bring additional State and Federal funds into San Bernardino County. The types of investments could range from making strategic improvements to transit service on multiple routes, to larger investments that are more focused on one or two corridors similar to the Green Line or Purple Line.

On December 4, 2024 the SBCTA Board of Directors approved the following recommendations relating to Priority Transit Corridors in the San Bernardino Valley. See Item 18 in the December 4 agenda, available at: [Meetings & Agendas - SBCTA](#).

- A. Direct staff to conduct an evaluation of the application of Transit Signal Priority and other strategies to enhance local bus service, in conjunction with the development of smart corridors in the Valley, with an investment plan to be brought back to the Board of Directors by spring 2025.
- B. Direct staff to continue collaboration with local jurisdictions to identify the priority of routes for further development of the Bus Rapid Transit (BRT) network as identified in the Omnitrans Systemwide Plan (updated in 2019), to be incorporated into the Long Range Multimodal Transportation Plan.

**Figure 1. Omnitrans Priority Transit Corridors**



Pursuant to Recommendation “B,” staff from Omnitrans and SBCTA conducted a technical evaluation of the nine remaining (other than Green Line and Purple Line) candidate Priority Transit Corridors in the Omnitrans Systemwide Plan. Recommendation “A” is on a separate track, and a Request for Information was submitted to jurisdictions on January 14, 2025 to gauge interest in funding for “smart corridors” in the Valley, which could include incorporation of Transit Signal Priority (TSP).

The intent for Recommendation “B” was to identify a “top tier” of corridors to be included in the Final LRMT. This does not represent a funding commitment to a particular route. Rather, the top tier of corridors can be seen as a framework for the strategic use of the funds remaining in the Measure I Express Bus/BRT program through 2040. The intent is to leverage those funds to San Bernardino County Transportation Authority

## Board of Directors Agenda Item

March 5, 2025

Page 4

bring in as much outside investment as possible, including State and Federal funds as well as potential private investment.

The December 4, 2024 SBCTA Board agenda item contained a draft set of criteria to help guide how the corridors could be prioritized for further development. An updated list, with some additional notations regarding metrics and data sources (in italics), is provided below:

1. Total current daily ridership (*from ridership table developed by Omnitrans and contained in the SBCTA December 4, 2024 agenda item*).
2. Current daily riders per mile in the corridor (*from Omnitrans' table*).
3. General level of interest by cities in the corridor to back a project (given that it could involve modifications to their traffic signal systems and operating protocols – *based on meetings with jurisdictions from July/August 2024 plus any follow up communications or meetings if appropriate*).
4. Potential for Transit Oriented Development (e.g. population/employment density – existing and future; potential for redevelopment – *qualitative rating based on review of existing population and employment density “dot maps” by transportation analysis zone (TAZ) plus projected growth by TAZ from SCAG 2024 RTP/SCS*).
5. Service to disadvantaged communities (*qualitative rating based on CalEnviroScreen 4.0 mapping*).
6. Potential travel time reduction for transit in the corridor (*qualitative rating of how much travel time benefit there could be by implementing TSP and other priority features – based on qualitative assessment of congestion data in each corridor from ClearGuide – greater congestion level generally means more potential benefit from investment in priority transit features*).
7. Contribution to the overall connectivity of the BRT network (*routes that connect priority transit corridors together or that feed the passenger rail system may have more merit*).

The seven criteria were used as part of the process of determining how to invest in future BRT corridors on the Omnitrans Systemwide Plan. The evaluation panel, comprised of three members from Omnitrans and four from SBCTA, rated each corridor in a “low-medium-high” format with the following numeric values assigned to each:

- Low = 1
- Medium = 2
- High = 3

The numerical value for each criterion was then averaged for each corridor by the evaluators. A higher point score means a greater likelihood that a corridor should be in the top tier for consideration of future investments. The criteria were weighted equally. However, two of the criteria are related to existing transit ridership in the corridor, both total and per-mile ridership.

San Bernardino County Transportation Authority

Existing ridership is viewed to be an important indicator of potential success, so it was appropriate for two ridership criteria to be included. Ridership was also an important factor in prioritizing the Green Line and Purple Line for early implementation.

The result of the Omnitrans and SBCTA staff evaluation was to recommend the following as “top tier” Priority Transit Corridors in the LRMTTP (listed in alphabetical order, not by priority):

- Baseline/Highland Avenues, San Bernardino Transit Center to Greenspot Road
- Foothill Boulevard, Victoria Gardens to San Bernardino Transit Center
- San Bernardino Avenue, Ontario Mills to San Bernardino Transit Center

One concept for “next steps” in the consideration of Priority Transit Corridors would be for jurisdictions in each of the corridors to respond to an SBCTA solicitation of interest in further development of those corridors for priority transit treatments. These could range from BRT concepts similar to the Purple Line or Green Line to lesser levels of priority treatment. In doing so, the jurisdiction partners in each of the top tier corridors could propose variations of those alignments. The corridors and variations could then be included in a subsequent “Alternatives Analysis” or AA, following the Federal Transit Administration AA process. The variations could potentially incorporate components of the north/south corridors where it makes sense. This is basically what occurred in the planning of the West Valley Connector, which originally followed a fully east/west alignment on Holt Boulevard and San Bernardino Avenue, but later incorporated the north-south component on Milliken Avenue so as to link up with the Cucamonga Metrolink Station.

This approach would mean that portions of the medium and lower priority corridors (e.g. strategic north-south connections) could remain in the mix if they bolstered network connectivity. As a result, all of the routes on the Priority Transit Corridor map are still shown in the Final LRMTTP, and subsequent discussions by the Board will determine whether, when, and where additional investment should be made in premium transit service.

### **Identification of Priority Active Transportation and Safe-Routes-to-School Projects**

Table 8 in the Draft LRMTTP contained a long 3-page list of active transportation projects in five categories:

- Projects in the Transportation Development Act Article 3 Program (in progress)
- Projects Submitted for Funding in the Caltrans ATP Cycle 7 (Not Awarded Unless Otherwise Noted)
- Other High Priority Bike Facility Improvements
- Other High Priority Safe-Routes-to-Schools Improvements
- Other High Priority Pedestrian Points of Interest Plan Improvements

There are many more of these projects included in individual countywide plans or city-level plans. Over the years, both SBCTA and local jurisdictions have applied for Active Transportation Program (ATP) funding through State, Federal, and regional programs, with varying degrees of success. More success was achieved in earlier years and less in more recent years when statewide competition increased and funding decreased. The purpose of identifying a more specific list of San Bernardino County Transportation Authority



priority projects is to help SBCTA and member agencies focus on higher-probability projects and to get more projects “shovel-ready” to increase their competitiveness.

To accomplish this, SBCTA staff, in consultation with the TTAC, used the range of prior reports to identify a priority list of active transportation projects as shown in Table 1 below. It does not include the list of projects that are already under way through the Transportation Development Act (TDA) Article 3 Program for bicycle/pedestrian projects. This list, included in the Final LRMTTP, should be viewed as a “work in progress.” It does not mean that projects outside the list will never get support from SBCTA, nor does it mean that projects on the list will all receive additional support from SBCTA.

Decisions on which projects (or groups of projects) to submit will be made by the local lead agencies, with SBCTA staff available for consultation and assistance from the SBCTA grant team, if appropriate. It has sometimes been found advantageous to submit groups of active transportation projects under the SBCTA banner to present a stronger case for Federal, State, or regional investment. Examples include the Metrolink ATP Phase 1 and Metrolink ATP Phase 2 grant applications for Caltrans ATP funding, both of which were successful. Phase 1 improvements were previously constructed by SBCTA and Phase 2 is currently under construction. Individual jurisdictions have also been successful, but where it makes sense, multi-jurisdictional projects can be packaged together. It is important to note that project readiness has become an increasingly important component of putting together competitive grants.

**Table 1. List of Priority Active Transportation Projects (beyond those already under development through the TDA Article 3 Program)**

<b>Jurisdiction</b>	<b>Priority Active Transportation Projects</b>
Adelanto	Bartlett Ave. Safe-Routes-to-School (SRTS) Harold George Visual and Performing Arts Magnet & Middle School SRTS
Apple Valley	Bear Valley Rd. Bicycle and Pedestrian Improvements
Apple Valley	Bear Valley Rd. Bridge Bicycle and Pedestrian Improvements
Apple Valley	Phoenix Academy SRTS Enhancements on Thunderbird Rd. and Dale Evans Parkway
Apple Valley	Granite Hills High School Loop SRTS
Apple Valley	Mojave Riverwalk North
Chino	South Euclid Avenue Bicycle/Pedestrian Connector
Colton	Complete Streets Bicycle and Pedestrian Improvements
County	Santa Ana River Trail Phase IV B and C: Class I, II, III, and IV from Orange St to Opal Ave
County	Del Rosa Ave. Sidewalk Improvements
County/Fontana	San Sevaine Class I from Banyon St. to Pacific Electric Trail and Foothill Blvd. to Philadelphia St.
Fontana	Sierra Ave. Bicycle and Pedestrian Improvements
Fontana	Complete Streets Bicycle and Pedestrian Improvements
Highland/Redlands	Regional Connector Along Orange St. and Connecting Roads Class I, II, and IV

<b>Jurisdiction</b>	<b>Priority Active Transportation Projects</b>
Montclair	North ATP Improvements on Monte Vista Ave., Arrow Hwy., Moreno St., and Central Ave.
Montclair	San Antonio Creek Channel Class I
Montclair	Adjacent SRTS (6): Kingsley ES, Howard ES, Ramona ES, Lehigh ES, Vernon MS, and Buena Vista AIMS
Montclair	Metrolink Access Complete Streets Bicycle and Pedestrian Improvements
Needles	Sidewalk Improvements (8): A St., B St., C St., D St., Acoma St., Bazoobuth St., Quivera St., and Palm Way
Ontario	Vista Verde II (affordable housing) Complete Streets Bicycle and Pedestrian Improvements
Rancho Cucamonga	Church St. Bicycle and Pedestrian Improvements
Rancho Cucamonga	Hermosa Ave. Bicycle and Pedestrian Improvements
Rancho Cucamonga	SW Disadvantaged Communities and SRTS Bicycle and Pedestrian Improvements
Rancho Cucamonga	Banyan St. Bicycle and Pedestrian Improvements
Rancho Cucamonga	Haven Ave. and Foothill Blvd. Complete Streets
Redlands	Lugonia Ave. Bicycle and Pedestrian Improvements
Rialto	Riverside Ave. Bicycle and Pedestrian Improvements
Rialto	Complete Streets Bicycle and Pedestrian Improvements
San Bernardino	9th Street Bicycle and Pedestrian Improvements
San Bernardino	Baseline Rd. Bicycle and Pedestrian Improvements
San Bernardino	Shandon Hills Middle School SRTS
San Bernardino	Inland Center Dr. Bicycle and Pedestrian Improvements (including right-of-way)
San Bernardino/ Caltrans	Waterman Ave. Bicycle and Pedestrian Improvements
Twentynine Palms	Joshua Tree Family Apartments (affordable housing) Complete Streets Bicycle and Pedestrian Improvements
Upland	Euclid and Magnolia Villas (affordable housing) Complete Streets Bicycle and Pedestrian Improvements
Victorville	Mojave Dr. Complete Streets
Victorville	La Paz Pedestrian Improvements from I-15 to 7th St
Victorville	Ridgecrest Pedestrian Improvements from Bear Valley Rd. to Pahute Ave.
Yucca Valley	SRTS Access (4): Yucca Valley ES, Onaga ES, La Contenta MS, Yucca Valley HS, Black Rock HS, Paradise Park School Bus Hub, and Walmart Center Transit Hub

Shaded projects are affiliated with Regional Early Action Planning 2.0.

SRTS = Safe Routes to School

***Financial Impact:***

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

Board of Directors Agenda Item  
March 5, 2025  
Page 8

**Reviewed By:**

This item was reviewed by the Transportation Technical Advisory Committee on February 3, 2025, the Board of Directors Metro Valley Study Session (MVSS) on February 13, 2025, and the Mountain/Desert Policy Committee on February 21, 2025. Prior presentations on the LRMTTP were made to the MVSS on November 14, 2024 and the Mountain/Desert Policy Committee on November 15, 2024.

**Responsible Staff:**

Ginger Koblasz, Senior Planner

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

## *Minute Action*

AGENDA ITEM: 20

***Date:*** *March 5, 2025*

***Subject:***

Fiscal Year 2024/2025 Operator Allocation - Mountain Transit

***Recommendation:***

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

- A. Allocate an additional \$14,230,000 of Mountain/Desert State Transit Assistance Fund-Population Share to Mountain Transit for the Big Bear Administrative and Maintenance Facility for a new total allocation of \$21,410,000.
- B. Approve revisions to Mountain Transit's Short Range Transit Plan revenue assumptions to reflect the revised allocation amounts.
- C. Approve a Fiscal Year 2024/2025 Budget Amendment to increase Program 30, Transit, Task No. 0310 – Transit Allocations/Pass-throughs in the amount of \$14,230,000 to be funded with State Transit Assistance Funds.

***Background:***

On January 11, 2019, the Mountain Transit Facility Upgrade Study was completed focusing on Mountain Transit's current facilities (41939 Fox Farm Road, Big Bear Lake & 621 Forest Shade Road, Crestline). The study determined that both facilities were deficient to meet current and future projected service levels and space needs. This ultimately foreshadowed the over 300% increase(s) in ridership realized in calendar years 2022 - 2024, along with Mountain Transit staff that has doubled over the same time frame.

Mountain Transit ultimately purchased two pieces of land recommended from the study to be the future home of the Big Bear maintenance and administration facilities (160 and 170 Business Center Drive, Big Bear Lake) in August 2020. However, due to the drastic supply chain issues and price increases that have occurred globally since this time, along with funding concerns that arose as a result, Mountain Transit decided to only construct the maintenance facility at the recommended site and procured an existing building nearby to serve as the administration facility, resulting in cost savings. The original estimate for the Big Bear administration and maintenance facility was approximately \$33,000,000 and the latest estimate to complete the project is \$21,410,000. The current infrastructure needs of the agency are to finalize the new construction of the Big Bear maintenance facility and renovate the future Big Bear administration building and those improvements are scheduled to be completed by the end of the calendar year.

Staff recommends a supplemental allocation of \$14,230,000 from the Mountain/Desert unallocated fund balance of State Transit Assistance Fund-Population Share to Mountain Transit to complete the construction and renovation of Mountain Transit's administration and maintenance facility located in the City of Big Bear Lake. This recommendation advances the funding already programmed for the project to the current Fiscal Year (FY) since \$9.23 million is programmed for FY 2025/2026 and \$5 million for FY 2026/2027. Staff also recommends an accompanying amendment to the FY 2024/2025 Budget in Task No. 0310 – Transit Allocations/Pass-throughs. The revised FY 2024/2025 allocation to Mountain Transit is

*Entity: San Bernardino County Transportation Authority*

presented (in Table 1 below). Attachment 1 is the recommended amendment for Mountain Transit's Short Range Transit Plan.

**Table 1 – Revised Allocation to Mountain Transit**

<b>Fund Source</b>	<b>Original Allocation</b>	<b>Supplemental Allocation</b>	<b>Revised Allocation</b>
Local Transportation Fund	\$3,936,886		\$3,936,886
State Transit Assistance - Op	\$46,164		\$46,164
State Transit Assistance - Pop	\$7,180,000	<b>\$14,230,000</b>	<b>\$21,410,000</b>
SGR - Op	\$6,414		\$6,414
SGR - Pop	\$86,486		\$86,486
Measure I S & D	\$134,400		\$134,400
FTA Section 5311	\$384,018		\$384,018
SB125 - TIRCP	\$2,579,132		\$2,579,132
SB125 – ZETCP	\$174,849		\$174,849
CMAQ	\$1,469,675		\$1,469,675
LCTOP – Op	\$10,225		\$10,225
LCTOP - Pop	\$132,140		\$132,140
<b>Total Allocation</b>	<b>\$16,140,389</b>	<b>\$14,230,000</b>	<b>\$30,370,389</b>

***Financial Impact:***

A budget amendment is required as described in Recommendation C and in the Background section of this item.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on February 13, 2025.

***Responsible Staff:***

Nancy Strickert, Transit Manager

Approved  
 Board of Directors  
 Date: March 5, 2025

Witnessed By:

**Attachment 1**

**Summary of Changes to SRTP Revenue Assumptions for FY 2024/2025<sup>1</sup>**

Operator	FY 2024/2025 Total Revenues	LTF/ LTF Carryover	STA <sup>2</sup>	SGR	LCTOP	Measure I	CMAQ	SB125 (TIRCP & ZETCP)	FTA Non-Stimulus (5307/5310/5311/ 5337/5339) <sup>2</sup>
Mountain Transit Plan	\$ 16,140,389	3,936,886	7,226,164	92,900	142,365	134,400	1,469,675	2,753,981	384,018
<b>Amendment</b>	<b>\$ 14,230,000</b>	-	<b>14,230,000</b>	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ 30,370,389</b>	<b>\$ 3,936,886</b>	<b>\$ 21,456,164</b>	<b>\$ 92,900</b>	<b>\$ 142,365</b>	<b>\$ 134,400</b>	<b>\$ 1,469,675</b>	<b>\$ 2,753,981</b>	<b>\$ 384,018</b>

<sup>1</sup> Does not include all SRTP revenues (i.e., passenger fares, advertising, directly received federal & other revenues)

<sup>2</sup> The total amount includes STA Op Share of \$46,164.

## *Minute Action*

AGENDA ITEM: 21

***Date:*** March 5, 2025

***Subject:***

Amend Victor Valley Transit Authority Allocation for Senate Bill 125 Funding

***Recommendation:***

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

Approve the revised funding allocations for Victor Valley Transit Authority as identified in Table 1 for the Senate Bill 125 Formula-Based Funding for Transit and Intercity Rail Capital Program and Zero-Emission Transit Capital Program.

***Background:***

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California’s intercity commuter and urban rail systems, and bus and ferry transit systems to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA).

AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate \$4 billion from the General Fund to the TIRCP over two fiscal years, which was subsequently amended to three fiscal years, as well as \$910 million of GGRF funding and \$190 million of PTA funding over four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP). These funds are formula funds that are to be administered by the San Bernardino County Transportation Authority (SBCTA). The TIRCP portion is distributed to SBCTA based on a population formula and the ZETCP is distributed to SBCTA based on the State Transit Assistance formula, which is 50% based on population and 50% based on transit operator revenues.

In April 2024, the SBCTA Board of Directors (Board) approved project allocations for the Mountain/Desert bus transit operators. Subsequently, Victor Valley Transit Authority (VVTA) has identified a project that needs additional funding. At this time, VVTA is requesting to reallocate \$1,400,000 from their Barstow Transfer Point project to their Hesperia Hydrogen Fuel Station project (as shown in Table 1 on the following page). The reallocation would assist in the completion of the Hesperia Hydrogen Fuel Station. This net-zero change does not impact any other allocations that were previously approved by the SBCTA Board.

*Entity: San Bernardino County Transportation Authority*



**Table 1 – SB 125 Project Amendment Request**

<b>Project</b>	<b>Description</b>	<b>Original Allocation</b>	<b>Revised Allocation</b>
Barstow Transfer Point	Build approximately 8 - 10 saw tooth cutouts with shelters and two operator restrooms for the Barstow Transfer Point to increase ridership and improve connectivity.	\$3,650,000	<b>\$2,250,000</b>
Hesperia Hydrogen Fuel Station	Design Build of the Hydrogen Fueling Station located on the property just north of the Hesperia Maintenance and Operations Facility.	\$0	<b>\$1,400,000</b>

***Financial Impact:***

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

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on February 13, 2025.

***Responsible Staff:***

Nancy Strickert, Transit Manager

Approved  
 Board of Directors  
 Date: March 5, 2025

Witnessed By:

## *Minute Action*

AGENDA ITEM: 22

***Date:*** March 5, 2025

***Subject:***

Update on the Status and Implementation Strategy for the San Bernardino Regional Housing Trust

***Recommendation:***

Receive an update on the implementation of the San Bernardino Regional Housing Trust.

***Background:***

On March 1, 2023, the San Bernardino Council of Governments (SBCOG) Board of Directors (Board) approved the creation and implementation of the San Bernardino Regional Housing Trust (SBRHT). This Board direction was received after 14 months of collaborative work with an Ad Hoc of both the Board and the City/County Managers' Technical Advisory Committee (CCMTAC) to identify the structure of the trust and potential priorities for the participating member agencies. As of the writing of this staff report, there are 18 member agencies interested in participating in the SBRHT. The interested agencies from which SBCOG has received letters of interest are:

- Adelanto
- Big Bear Lake
- Chino
- Chino Hills
- Colton
- Fontana
- Montclair
- Needles
- Ontario
- Rancho Cucamonga
- Redlands
- Rialto
- San Bernardino
- Twentynine Palms
- Upland
- Yucaipa
- Yucca Valley
- County of San Bernardino

Along with the approval, the Board directed staff to apply for the funds necessary to establish the new SBRHT through the state's Regional Early Action Planning (REAP) 2.0 program, which is administered by the Southern California Association of Governments (SCAG). SCAG delayed the award of the funds until after the state's 2024 budget was approved to ensure that the legislature did not claw back REAP 2.0 funds to fill the deficit gap. REAP 2.0 funds were fully awarded in the fall of 2024, and since that time, staff has been working with SCAG to execute the funding Memorandum of Understanding (MOU). As of the writing of this staff report, this task remains incomplete as negotiations on MOU language have been and continue to be

*Entity: San Bernardino Council of Governments*

## Board of Directors Agenda Item

March 5, 2025

Page 2

extensive. As the timeline for completion of this task remains unknown, staff has requested SCAG to move forward through an Advance Expenditure Agreement, allowing SBCOG to cash-flow the establishment of the SBRHT prior to the execution of the MOU.

A consultant has been selected through the existing REAP 2.0 consultant task order bench, and a Housing Trust Ad Hoc Committee meeting will be held in March to re-kick off this process. The Housing Trust Ad Hoc Committee already exists and has a term through December 31, 2025, and includes:

- Daniel Ramos, Adelanto
- Eunice Ulloa, Chino
- John Dutrey, Montclair
- Alan Wapner, Ontario
- L. Dennis Michael, Rancho Cucamonga
- Rick Denison, Yucca Valley
- Curt Hagman, Supervisor

Additionally, staff is going to request that the City/County Managers' Technical Advisory Committee establish an Ad Hoc to provide comment and recommendations throughout the process to establish the new SBRHT.

By statute, REAP 2.0 funds need to be expended by June 2026, and so the goal is to have a new Joint Powers Authority established by the end of the 2025 calendar year and begin implementation of the Housing Trust program by 1<sup>st</sup> Quarter 2026. This is heavily dependent on the execution of both the Advance Expenditure Agreement and the full funding MOU with SCAG.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the General Policy Committee on February 12, 2025 and is scheduled for review by the City/County Managers' Technical Advisory Committee on March 6, 2025.

***Responsible Staff:***

Monique Reza-Arellano, Chief of COG and Equity Programs

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

## *Minute Action*

AGENDA ITEM: 23

**Date:** *March 5, 2025*

**Subject:**

SBCTA Project Prioritization Framework for SCAG Call for Project Nominations

**Recommendation:**

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

Approve the SBCTA Project Prioritization Framework for the Southern California Association of Governments Call for Projects for Surface Transportation Block Grant Program and Congestion Mitigation and Air Quality Program funds.

**Background:**

The Southern California Association of Governments (SCAG) intends to issue a SCAG Region Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Program Call for Project Nominations on March 31, 2025. In preparation for the new Call for Projects, SCAG has developed updated draft guidelines establishing a framework for project selection and allocation of CMAQ and STBG Program funds. Agencies eligible to apply for STBG and CMAQ funding in San Bernardino County are generally limited to the 25 local government agencies in San Bernardino County (cities, towns, and San Bernardino County), the six transit agencies (Omnitrans, Basin Transit, Mountain Transit, Needles Transit, Victor Valley Transit Authority, and Southern California Regional Rail Authority (in partnership with San Bernardino County Transportation Authority (SBCTA))), federally recognized tribal governments in San Bernardino County, the California Department of Transportation, and SBCTA.

SCAG has established performance-based funding targets to guide the awards to each county within the SCAG region. The targets do not represent a guaranteed funding level, an award floor, or an award ceiling. For San Bernardino County, the target percentages for CMAQ and STBG are 11.3% and 12.2%, respectively. In the SCAG region, an estimated \$1.2 billion is available for Federal fiscal year (FFY) 2026/2027 through FFY 2027/2028 across the two programs: CMAQ \$616 million and STBG \$619 million. The nomination targets for award to projects in San Bernardino County would be \$70 million CMAQ and \$76 million STBG.

The SCAG STBG/CMAQ Program Guidelines require county transportation commissions (CTC), such as SBCTA, in the SCAG region to create a Project Prioritization Framework (Framework) that will assign a ranking for project nominations in their respective counties before applications are submitted to SCAG for regional evaluation and project selection. The Framework (Attachment 1) must be approved by the Board of Directors or Chief Executive Officer of each CTC and must be distributed to all eligible agencies within each county.

It should be noted that this is not a new source of funding to SBCTA, but the process of obtaining these CMAQ and STBG funds has changed. Whereas SBCTA previously received a formula share of funds for allocation to projects that SBCTA selected, the projects must now be selected by SCAG. The proposed Framework is consistent with current Board-approved policies and was developed with the intention of prioritizing the projects that would have been

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

March 5, 2025

Page 2

recommended to the SBCTA Board of Directors (Board) if SBCTA had retained allocation authority over the CMAQ and STBG funds. These priorities would include programs such as rideshare, bus purchases and transit capital, the freeway program in the Valley Subarea, and the public share of, or contributions to, Major Local Highway Projects Program projects in the Mountain/Desert Subareas. CMAQ and STBG have been critical in SBCTA's ability to deliver projects throughout San Bernardino County, particularly in the Mountain/Desert Subareas where Measure I funding is limited.

The SCAG guidelines for the 2027-2028 STBG/CMAQ Call for Project Nominations are scheduled for approval by the SCAG Regional Council on March 6, 2025. Upon approval, the guidelines will be posted on the SCAG STBG/CMAQ website at: <https://scag.ca.gov/stbg-cmaq-program>.

**Financial Impact:**

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

**Reviewed By:**

The proposed Framework was sent electronically to the City/County Managers' and Transportation Technical Advisory Committees, transit operators, and tribal governments for review. This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 12, 2025.

**Responsible Staff:**

Andrea Zureick, Director of Fund Administration

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

San Bernardino County Transportation Authority

**SBCTA Project Prioritization Framework  
SCAG STBG/CMAQ Call for Project Nominations  
Fiscal Years 2026/2027-2027/2028**

The Southern California Association of Governments (SCAG) intends to issue a SCAG Region Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Program Call for Project Nominations on March 31, 2025. Agencies eligible to apply for STBG and CMAQ funding in San Bernardino County are generally limited to the 25 local government agencies in San Bernardino County (cities, towns, and San Bernardino County), the six transit agencies (Omnitrans, Basin Transit, Mountain Transit, Needles Transit, Victor Valley Transit Authority, and Southern California Regional Rail Authority (in partnership with San Bernardino County Transportation Authority (SBCTA))), federally recognized tribal governments in San Bernardino County, the California Department of Transportation (Caltrans), and SBCTA. Additionally, though an existing federal-aid master agreement is not required to apply, implementing agencies that are eligible for a federal-aid master agreement with Caltrans may apply but are required to have a master agreement in place prior to having awarded funds programmed in the Federal Transportation Improvement Program.

The SCAG guidelines require county transportation commissions (CTC), such as SBCTA, in the SCAG region to create a Project Prioritization Framework that will provide a ranking for project nominations in their respective counties before applications are submitted to SCAG for regional evaluation and project selection.

Through SBCTA's Project Prioritization Framework, applications can receive a maximum score of 100 points. The points assigned through SBCTA's review will determine which SCAG CTC Prioritization Category the project falls under (Highly Recommended, Recommended, Contingency List, or Not Recommended).

SBCTA's proposed Project Prioritization Framework will assign a point value to applications according to the scoring matrix contained in Table 1 on the following page. That scoring will result in the SBCTA prioritization category, which will be used as one of the scoring criteria in SCAG's review process. SCAG will assign a point value, as shown below, for each CTC Prioritization Category during their application review. The maximum points a project can receive with the other SCAG criteria are 110 for CMAQ projects and 100 for STBG projects.

<u>SBCTA Scoring Matrix</u>	➡	<u>Prioritization Category</u>	➡	<u>SCAG Point Assignment</u>
80-100 points		Highly Recommended		50
60-79 points		Recommended		40
40-59 points		Contingency List		20
0-39 points		Not Recommended		0

**Table 1. SBCTA Project Prioritization Framework Scoring Matrix**

Category	Criteria	Points
Project	Project meets at least one of the following criteria: <ul style="list-style-type: none"> <li>• Project is in the SBCTA <a href="#">10-Year Delivery Plan</a></li> <li>• Project is consistent with SBCTA Board-approved priorities</li> <li>• Project is consistent with the <a href="#">SBCTA Zero-Emission Bus Roll-out Plan</a></li> </ul>	70
	Projects in the SBCTA Board-approved Regional/Interregional Project Prioritization	40
	Projects that do not meet any of the above criteria but are consistent with Board Policy	20
	Projects that are not consistent with Board-approved policies	0
Community Engagement	Agency demonstrates public outreach concerning project through public meetings or hearings, workshops, community endorsements, etc.	10
	Agency does not demonstrate community/stakeholder engagement	0
Deliverability	Agency is experienced in delivering federal projects and presents a reasonable schedule for the term of funding availability	20
	Agency lacks experience in delivering federal projects or schedule presents risks to delivery	10
	Schedule is beyond the term of the call for projects	0*

\*Projects that receive 0 points in this category will not be recommended



## *Minute Action*

AGENDA ITEM: 24

**Date:** *March 5, 2025*

**Subject:**

Fiscal Year 2025/2026 State of Good Repair Program Apportionment

**Recommendation:**

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

A. Approve a State of Good Repair – Population Share Apportionment for Fiscal Year 2025/2026 of \$4,249,878 based on the State Controller’s Office revised estimate on January 31, 2025, to be apportioned \$3,072,580 to the Valley and \$1,177,298 to the Mountain/Desert areas, based on the population estimates approved by the San Bernardino County Transportation Authority Board of Directors in July 2024.

B. Authorize staff to release State of Good Repair - Operator Share funds received in excess of the allocated amount to operators as the funds are received.

**Background:**

Senate Bill (SB) 1, also known as the Road Repair and Accountability Act of 2017, was approved on April 28, 2017, and is estimated to provide over \$50 billion in new transportation funding over a decade to improve transit service and repair highways, bridges, and local roads. The State of Good Repair (SGR) Program, derived from the approval of SB1, is funded from a portion of a Transportation Improvement Fee on vehicle registrations and provides approximately \$105 million annually to transit operators in California for eligible maintenance, rehabilitation, and capital projects. While SB1 addresses a variety of transportation needs, the SGR Program has a specific goal of keeping transit systems in a state of good repair, including the maintenance and rehabilitation of transit facilities and vehicles and the purchase of new transit vehicles.

Administered by the California Department of Transportation (Caltrans), SGR Program funds are apportioned to eligible agencies using the State Transit Assistance Program formula. The formula apportions 50 percent of the available SGR funds by population and the remaining 50 percent by operator revenues from the prior Fiscal Year (FY), in accordance with California Public Utilities Code (CPUC) Section 99313 (Population Share) and CPUC Section 99314 (Operator Share), respectively. The State Controller’s Office (SCO) is responsible for determining the estimated funding levels for Population Share and Operator Share funds. San Bernardino County Transportation Authority (SBCTA), as the regional transportation planning agency, receives direct allocations of SGR funds in accordance with CPUC Section 99312.2(c) and is responsible for allocating SGR-Population Share funds to projects based on local need and sub-allocating SGR-Operator Share funds to the transit operators in the region based on the amounts published by the SCO. SBCTA is further responsible for providing a list annually to Caltrans of all projects proposed to be funded with SGR funds made available to San Bernardino County. Agencies eligible to receive SGR funds include SBCTA, Omnitrans, Victor Valley Transit Authority (VVTA), Basin Transit, Mountain Transit, City of Needles, and the Southern California Regional Rail Authority (SCRRA).

The SCO estimates a FY 2025/2026 apportionment of \$3,845,507 in Population Share funds and \$814,305 in Operator Share funds, for a total of \$4,659,812. An additional \$404,371 will be added to the Population Share, composed of \$131,263 from excess FY 2023/2024 Population

*Entity: San Bernardino County Transportation Authority*

Share revenue when compared to the estimated apportionment and \$273,108 from interest earned on the SGR fund balance in FY 2023/2024. Consistent with the Population Share funding formula used by the SCO, staff recommends apportioning FY 2025/2026 SGR-Population Share funds to the Valley and Mountain/Desert subareas based on the ratio of the population of these subareas to the total population of San Bernardino County. Staff recommends further apportioning the Mountain/Desert SGR-Population Share apportionment to the Mountain/Desert transit operators in accordance with the population of their respective service areas. The Valley SGR-Population Share apportionment is available to Omnitrans, SBCTA, and SCRRA. Project recommendations for the Valley Share are based on identified need, project schedules, and the availability of alternate fund sources and will be presented to the SBCTA Board of Directors at a later date. Table 1 below indicates the total SGR amount available for allocation for the FY 2025/2026 apportionment, including the additional \$404,371.

**Table 1 – FY 2025/2026 SGR-Population Share Apportionment**

Prior Year Excess Population Revenue & Accrued Interest <sup>1</sup>			\$404,371
Estimated FY 2025/2026 Population Formula Share <sup>2</sup>			\$3,845,507
<b>Total Estimated Funds Available</b>			<b>\$4,249,878</b>
<b>Apportionment Area</b>	<b>Population<sup>3</sup></b>	<b>Percentage</b>	<b>Apportionment</b>
Valley	1,577,134	72.30%	\$3,072,580
Mountain/Desert	604,299	27.70%	\$1,177,298
<i>Basin Transit</i>	71,400	11.82%	\$139,102
<i>Mountain Transit</i>	49,671	8.22%	\$96,769
VVTA	478,459	79.18%	\$932,136
<i>City of Needles</i>	4,769	0.79%	\$9,291
<b>Total<sup>4</sup></b>	<b>2,181,433</b>	<b>100.00%</b>	<b>\$4,249,878</b>

<sup>1</sup> Apportionment includes revenue over the FY 2023/2024 estimate + interest.

<sup>2</sup> Formula Share amount is determined by the SCO.

<sup>3</sup> Population Source: California Department of Finance and County Demographic Research Unit January 2024.

<sup>4</sup> Numbers may not foot due to rounding.

As required, SGR-Operator Share funds will be allocated to the transit operators based on the amounts determined by the SCO. For information, the Operator Share Estimate for all operators is shown in Table 2 below.

**Table 2 – FY 2025/2026 SGR-Operator Share Allocations  
(Provided by SCO)**

<b>Operator</b>	<b>Operator Share Estimate</b>
Omnitrans	\$415,076
SCRRA	\$324,386
VVTA	\$54,855
Basin Transit	\$12,445
Mountain Transit	\$6,838
City of Needles	\$705
<b>Total</b>	<b>\$814,305</b>

## Board of Directors Agenda Item

March 5, 2025

Page 3

Because the apportionment amounts are estimates, there will be variances in the final amounts received. If Population Share apportionments are less than the estimate, every allocation will be reduced proportionally, and the operator will have the option to backfill the amount with a future year allocation. Any Population Share apportionments received in excess of the estimate will be apportioned and allocated in a subsequent FY. As in previous years, staff recommends that any Operator Share apportionments received in excess of the estimate be immediately released to the operators as SBCTA has no discretion in the apportionment of these funds. Additionally, Caltrans does not require revised allocation documents to account for differences between estimates and actuals; any variances are noted in required annual reports. The original and final FY 2023/2024 allocations are presented in Table 3 below for information.

**Table 3 – FY 2023/2024 SGR-Population Share and Operator Share Allocations**

Agency	Approved FY 2023/2024 SGR Allocations			Actual FY 2023/2024 SGR Allocations		
	Population Share	Operator Share	Total Allocation	Actual Population Share	Actual Operator Share	Total Actual Allocation
Omnitrans	\$0	\$377,966	\$377,966	\$0	\$392,115	\$392,115
SCRRA	\$0	\$295,384	\$295,384	\$0	\$306,442	\$306,442
SBCTA	\$2,563,589	\$0	\$2,563,589	\$2,563,589	\$0	\$2,563,589
VVTA	\$769,475	\$49,950	\$819,425	\$769,475	\$51,820	\$821,295
Basin Transit	\$116,204	\$11,332	\$127,536	\$116,204	\$11,758	\$127,962
Mountain Transit	\$82,348	\$6,227	\$88,575	\$82,348	\$6,461	\$88,809
City of Needles	\$7,889	\$642	\$8,531	\$7,889	\$665	\$8,554
<b>Total</b>	<b>\$3,539,505</b>	<b>\$741,501</b>	<b>\$4,281,006</b>	<b>\$3,539,505</b>	<b>\$769,261</b>	<b>\$4,308,766</b>

**Financial Impact:**

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

Disbursement or expenditure of these funds will be based on allocations approved by the SBCTA Board of Directors at a future meeting.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Transit Committee on February 13, 2025.

**Responsible Staff:**

Vanessa Schoenewald, Chief of Fund Administration

Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

## *Minute Action*

AGENDA ITEM: 25

**Date:** *March 5, 2025*

**Subject:**

Fiscal Year 2024/2025 Low Carbon Transit Operations Program Apportionment - Population Share

**Recommendation:**

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

Approve a Low Carbon Transit Operations Program - Population Share Apportionment for Fiscal Year 2024/2025 in the amount of ~~\$5,824,858~~ **\$5,638,394** to be apportioned ~~\$4,211,260~~ **\$4,076,450** to the Valley and ~~\$1,613,598~~ **\$1,561,944** to the Mountain/Desert areas based on the population estimates approved by the San Bernardino County Transportation Authority Board of Directors in July 2024.

**Background:**

The Low Carbon Transit Operations Program (LCTOP), established by the California Legislature in 2014 by Senate Bill 862, is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program. The LCTOP was created to provide transit operating and capital assistance to eligible agencies in an effort to reduce greenhouse gas emissions and improve mobility with an emphasis on serving disadvantaged communities. Auction proceeds from the California Air Resources Board (CARB) Cap-and-Trade Program are deposited into the Greenhouse Gas Reduction Fund (GGRF), which provides funding for a variety of programs designed to provide economic, environmental, and public health co-benefits. Five percent of the proceeds deposited into the GGRF are continually appropriated to fund the LCTOP.

Eligible projects funded by the LCTOP include expenditures that support new or expanded transit services or expanded intermodal transit facilities, operational expenditures that increase transit mode share, free or reduced transit fares, and expenditures related to the purchase of zero-emission buses or infrastructure. Projects are required to reduce greenhouse gas emissions. For agencies whose service area includes a Disadvantaged Community (DAC), at least 50 percent of the total monies received shall be expended on projects that will benefit the DAC.

Administered by the California Department of Transportation (Caltrans), LCTOP funds are apportioned to eligible agencies using the State Transit Assistance Program formula. The formula apportions 50 percent of LCTOP funds by population and the remaining 50 percent by operator revenues from the prior Fiscal Year (FY) in accordance with California Public Utilities Code (CPUC) section 99313 and CPUC section 99314, respectively. The State Controller's Office (SCO) is responsible for determining the funding levels for CPUC section 99313 (Population Share) and CPUC section 99314 (Operator Share) funds. Agencies eligible to receive LCTOP funding include the San Bernardino County Transportation Authority (SBCTA), Basin Transit, Mountain Transit, Victor Valley Transit Authority (VVTA), City of Needles, Omnitrans, and Southern California Regional Rail Authority (SCRRA). While SBCTA is responsible for allocating LCTOP-Population Share funds to projects in the San Bernardino region, the transit operators eligible to receive LCTOP-Operator Share funds must work directly with Caltrans to receive their LCTOP-Operator Share allocations.

*Entity: San Bernardino County Transportation Authority*

The amount of FY 2024/2025 LCTOP-Population Share funds available to SBCTA as determined by the SCO is \$5,638,394. Although the SCO had not released the final apportionment amounts as of the preparation of this agenda item, the amount of FY 2024/2025 LCTOP-Population Share funds available to SBCTA is estimated at \$5,824,858 based on auction proceeds resulting from the CARB Cap and Trade Program. Should the Transit Committee recommend that the SBCTA Board of Directors (Board) approve this item and the SCO final apportionments become available prior to the upcoming March Board meeting, staff will update the apportionment estimates. Otherwise, final SCO apportionments will be included as part of the subsequent LCTOP-Allocations and Project List item slated for Board consideration later this year. In accordance with the LCTOP Allocation Principles approved by the Board in July 2015 at the inception of the LCTOP, SBCTA staff is recommending that these funds be apportioned to the Valley and Mountain/Desert subareas based on population. Additionally, while not included in the LCTOP Allocation Principles, SBCTA staff also recommends further apportioning of the Mountain/Desert LCTOP-Population Share apportionment to the Mountain/Desert transit operators in accordance with the population of their respective service areas, which is consistent with past apportionment formula practices for other fund sources such as the Local Transportation Fund and Senate Bill 1 State of Good Repair funding. Final proposed apportionments based on a population formula are shown below in Table 1.

**Table 1 – FY 2024/2025 LCTOP-Population Share Apportionment<sup>1</sup>**

Apportionment Area Population <sup>2</sup>	Population	Percentage	Total FY 2024/2025 Apportionment <sup>3</sup>
Valley	1,577,134	72.30%	<del>\$4,211,260</del> <b>\$4,076,450</b>
Mountain/Desert	604,299	27.70%	<del>\$1,613,598</del> <b>\$1,561,944</b>
<i>Basin Transit</i>	71,400	11.82%	<del>\$190,652</del> <b>\$184,549</b>
<i>Mountain Transit</i>	49,671	8.22%	<del>\$132,632</del> <b>\$128,386</b>
VVTA	478,459	79.18%	<del>\$1,277,580</del> <b>\$1,236,683</b>
<i>City of Needles</i>	4,769	0.79%	<del>\$12,734</del> <b>\$12,326</b>
<b>Total</b>	<b>2,181,433</b>	<b>100.00%</b>	<del><b>\$5,824,858</b></del> <b>\$5,638,394</b>

<sup>1</sup>Due to rounding, some totals may not correspond with the sum of the figures displayed.

<sup>2</sup>Population Source: California Department of Finance and County Demographic Research Unit July 2024.

<sup>3</sup>Total population share amount is determined by the State Controller's Office.

For information, the Operator Share Estimate for all operators is shown below in Table 2.

**Table 2 – FY 2024/2025 LCTOP-Operator Share Estimate (Provided by SCO)**

Operator	Operator Share Estimate <sup>1</sup>
Omnitrans	<del>\$628,724</del> <b>\$608,597</b>
SCRRA	<del>\$491,353</del> <b>\$475,624</b>
Basin Transit	<del>\$18,851</del> <b>\$18,247</b>
Mountain Transit	<del>\$10,358</del> <b>\$10,026</b>
VVTA	<del>\$83,090</del> <b>\$80,430</b>
City of Needles	<del>\$1,067</del> <b>\$1,033</b>
<b>Total</b>	<del><b>\$1,233,443</b></del> <b>\$1,193,958</b>

<sup>1</sup>Due to rounding, some totals may not correspond with the sum of the figures displayed.

Board of Directors Agenda Item

March 5, 2025

Page 3

The total FY 2024/2025 LCTOP-Population Share apportionment for the Valley totals **\$4,076,450** ~~\$4,211,260~~ and for the Mountain/Desert totals **\$1,561,944** ~~\$1,613,598~~ for a total FY 2024/2025 Population Share apportionment of **\$5,638,394** ~~\$5,824,858~~.

**Financial Impact:**

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

Disbursement or expenditure of these funds will be based on allocations approved by the SBCTA Board of Directors at a future meeting.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Transit Committee on February 13, 2025. Final apportionment amounts were received from the SCO on February 13, 2025, and have been incorporated into the item and indicated in bold.

**Responsible Staff:**

Vanessa Schoenewald, Chief of Fund Administration

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:



MALIA M. COHEN  
CALIFORNIA STATE CONTROLLER

February 13, 2025

County Auditors  
Transportation Planning Agencies  
County Transportation Commissions  
San Diego Metropolitan Transit System

**SUBJECT: Low Carbon Transit Operations Program**

Pursuant to Health and Safety Code section 39719(b)(1)(B), the State Controller's Office shall allocate five percent of the annual proceeds from the Greenhouse Gas Reduction Fund to the Low Carbon Transit Operations Program. The allocation is made according to the requirements of the Low Carbon Transit Operations Program and pursuant to the distribution formula in sections 99312(b) or (c), 99313, and 99314 of the Public Utilities Code. Enclosed is a schedule that provides the amounts available for the Fiscal Year 2024-25 Low Carbon Transit Operations Program.

Please contact Lucas Rasmussen by telephone at (916) 323-1374 or by email at [LRasmussen@sco.ca.gov](mailto:LRasmussen@sco.ca.gov) with any questions or for additional information.

Sincerely,

*Original signed by*

Evelyn Calderon-Yee  
Bureau Chief, Bureau of Payments

Enclosure



**STATE CONTROLLER'S OFFICE  
LOW CARBON TRANSIT OPERATIONS PROGRAM  
ELIGIBLE ALLOCATION FISCAL YEAR 2024-25 SUMMARY**

Regional Entity	PUC 99313 Fiscal Year 2024-25 Eligible Allocation	PUC 99314 Fiscal Year 2024-25 Eligible Allocation	Total Fiscal Year 2024-25 Eligible Allocation
	<b>A</b>	<b>B</b>	<b>C= (A + B)</b>
Metropolitan Transportation Commission	\$ 19,614,875	\$ 54,192,959	\$ 73,807,834
Sacramento Area Council of Governments	5,129,210	1,752,746	6,881,956
San Diego Association of Governments	2,459,899	602,434	3,062,333
San Diego Metropolitan Transit System	6,046,677	2,480,331	8,527,008
Tahoe Regional Planning Agency	279,814	15,981	295,795
Alpine County Transportation Commission	3,047	228	3,275
Amador County Transportation Commission	102,383	3,623	106,006
Butte County Association of Governments	532,266	28,832	561,098
Calaveras County Local Transportation Commission	115,904	1,410	117,314
Colusa County Local Transportation Commission	56,200	2,501	58,701
Del Norte County Local Transportation Commission	68,094	3,631	71,725
El Dorado County Local Transportation Commission	450,811	30,721	481,532
Fresno County Council of Governments	2,629,775	472,909	3,102,684
Glenn County Local Transportation Commission	74,275	2,114	76,389
Humboldt County Association of Governments	344,026	58,172	402,198
Imperial County Transportation Commission	472,696	44,086	516,782
Inyo County Local Transportation Commission	48,737	0	48,737
Kern Council of Governments	2,352,871	143,699	2,496,570
Kings County Association of Governments	394,498	15,720	410,218
Lake County/City Council of Governments	173,179	8,857	182,036
Lassen County Local Transportation Commission	72,881	3,318	76,199
Los Angeles County Metropolitan Transportation Authority	25,392,529	33,500,890	58,893,419
Madera County Local Transportation Commission	411,820	13,521	425,341
Mariposa County Local Transportation Commission	43,852	1,296	45,148
Mendocino Council of Governments	231,270	17,003	248,273
Merced County Association of Governments	742,598	35,225	777,823
Modoc County Local Transportation Commission	21,929	1,911	23,840
Mono County Local Transportation Commission	33,242	50,142	83,384
Transportation Agency for Monterey County	1,131,110	348,646	1,479,756
Nevada County Local Transportation Commission	258,930	12,289	271,219
Orange County Transportation Authority	8,144,028	2,925,753	11,069,781
Placer County Transportation Planning Agency	823,895	117,316	941,211
Plumas County Local Transportation Commission	48,699	7,581	56,280
Riverside County Transportation Commission	6,312,864	1,029,514	7,342,378
Council of San Benito County Governments	170,212	2,688	172,900
San Bernardino County Transportation Authority	5,638,394	1,193,958	6,832,352
San Joaquin Council of Governments	2,045,568	458,191	2,503,759
San Luis Obispo Area Council of Governments	719,765	49,803	769,568
Santa Barbara County Association of Governments	1,146,641	289,849	1,436,490
Santa Cruz County Transportation Commission	678,675	619,361	1,298,036
Shasta Regional Transportation Agency	463,169	24,108	487,277
Sierra County Local Transportation Commission	8,196	315	8,511
Siskiyou County Local Transportation Commission	112,200	4,817	117,017
Stanislaus Council of Governments	1,418,350	80,568	1,498,918
Tehama County Transportation Commission	166,218	3,455	169,673
Trinity County Transportation Commission	41,136	1,353	42,489
Tulare County Association of Governments	1,237,869	129,756	1,367,625
Tuolumne County Transportation Council	140,627	3,608	144,235
Ventura County Transportation Commission	2,129,456	348,170	2,477,626
State Totals	\$ 101,135,360	\$ 101,135,359	\$ 202,270,719

Attachment: [INFO ONLY] Ictopeligibilitylist\_2425 (11379 : Fiscal Year 2024/2025 LCTOP Apportionment - Population Share)

STATE CONTROLLER'S OFFICE  
 LOW CARBON TRANSIT OPERATIONS PROGRAM  
 FISCAL YEAR 2024-25 PUC 99314 ALLOCATION DETAIL

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2024-25 Eligible Allocation
<b>Altamont Corridor Express*</b>		
Alameda County Congestion Management Agency	\$ NA	\$ 79,11
Santa Clara Valley Transportation Authority	NA	45,61
San Joaquin Regional Rail Commission	NA	255,51
Regional Entity Totals	0	380,21
<b>Metropolitan Transportation Commission</b>		
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	36,084,64
Central Contra Costa Transit Authority	12,684,408	225,21
City of Dixon	123,850	2,11
Eastern Contra Costa Transit Authority	6,132,724	108,81
City of Fairfield	2,250,751	39,91
Golden Gate Bridge Highway and Transportation District	138,827,667	2,464,71
Livermore-Amador Valley Transit Authority	6,084,421	108,01
Marin County Transit District	23,726,064	421,21
Napa Valley Transportation Authority	1,722,522	30,51
Peninsula Corridor Joint Powers Board	144,681,126	2,568,61
City of Petaluma	739,065	13,11
City of Rio Vista	39,373	61
San Francisco Bay Area Water Emergency Transportation Authority (WETA)	39,452,081	700,41
San Mateo County Transit District	145,105,738	2,576,21
Santa Clara Valley Transportation Authority	439,800,215	7,808,21
City of Santa Rosa	2,483,478	44,01
Solano County Transit (SOLTRANS)	5,290,076	93,91
County of Sonoma	3,459,517	61,41
Sonoma-Marin Area Rail Transit District	29,993,581	532,51
City of Union City	1,879,467	33,31
City of Vacaville	402,817	7,11
Western Contra Costa Transit Authority	8,044,931	142,81
Regional Entity Subtotals	3,045,389,776	54,068,21
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	79,11
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	45,61
Regional Entity Totals	3,045,389,776	54,192,91
<b>Sacramento Area Council of Governments</b>		
City of Davis (Unitrans)	2,957,630	52,51
County of Sacramento	1,189,071	21,11
Sacramento Regional Transit System	88,543,261	1,572,01
Yolo County Transportation District	4,689,895	83,21
Yuba Sutter Transit Authority	1,343,449	23,81
Regional Entity Totals	98,723,306	1,752,71

\* The estimated available amounts to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

\*\* The estimated available amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

Attachment: [INFO ONLY] Ictopeligibilitylist\_2425 (11379 : Fiscal Year 2024/2025 LCTOP Apportionment - Population Share)

STATE CONTROLLER'S OFFICE  
 LOW CARBON TRANSIT OPERATIONS PROGRAM  
 FISCAL YEAR 2024-25 PUC 99314 ALLOCATION DETAIL

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2024-25 Eligible Allocation
San Diego Association of Governments		
North County Transit District	33,932,036	602,41
San Diego Metropolitan Transit System		
San Diego Metropolitan Transit System	33,958,141	602,86
San Diego Transit Corporation	62,951,421	1,117,64
San Diego Trolley, Inc.	<u>42,794,978</u>	<u>759,71</u>
Regional Entity Totals	139,704,540	2,480,33
Southern California Regional Rail Authority***		
Los Angeles County Metropolitan Transportation Authority	NA	2,107,71
Orange County Transportation Authority	NA	925,56
Riverside County Transportation Commission	NA	470,99
San Bernardino County Transportation Authority	NA	475,61
Ventura County Transportation Commission	<u>NA</u>	<u>225,41</u>
Regional Entity Totals	0	4,205,34
Tahoe Regional Planning Agency		
Tahoe Transportation District	900,147	15,98
Alpine County Transportation Commission		
County of Alpine	12,816	21
Amador County Transportation Commission		
Amador Transit	204,076	3,61
Butte County Association of Governments		
Butte Regional Transit	1,601,714	28,41
City of Gridley - Specialized Service	<u>22,232</u>	<u>31</u>
Regional Entity Totals	1,623,946	28,81
Calaveras County Local Transportation Commission		
Calaveras Transit Agency	79,417	1,41
Colusa County Local Transportation Commission		
County of Colusa	140,877	2,51
Del Norte County Local Transportation Commission		
Redwood Coast Transit Authority	204,530	3,61
El Dorado County Local Transportation Commission		
El Dorado County Transit Authority	1,730,379	30,71

\*\*\* The estimated available amounts to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

Attachment: [INFO ONLY] Ictopeligibilitylist\_2425 (11379 : Fiscal Year 2024/2025 LCTOP Apportionment - Population Share)

STATE CONTROLLER'S OFFICE  
 LOW CARBON TRANSIT OPERATIONS PROGRAM  
 FISCAL YEAR 2024-25 PUC 99314 ALLOCATION DETAIL

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2024-25 Eligible Allocation
Fresno County Council of Governments		
City of Clovis	1,770,328	31,40
City of Fresno	22,991,076	408,11
Fresno County Rural Transit Agency	<u>1,875,194</u>	<u>33,22</u>
Regional Entity Totals	26,636,598	472,90
Glenn County Local Transportation Commission		
County of Glenn Transit Service	119,071	2,11
Humboldt County Association of Governments		
City of Arcata	213,054	3,71
Humboldt Transit Authority	<u>3,063,481</u>	<u>54,30</u>
Regional Entity Totals	3,276,535	58,11
Imperial County Transportation Commission		
Imperial County Transportation Commission (ICTC)	2,462,028	43,71
Quechan Indian Tribe	<u>21,107</u>	<u>31</u>
Regional Entity Totals	2,483,135	44,00
Inyo County Local Transportation Commission	None	None
Kern Council of Governments		
City of Arvin	62,152	1,10
City of California City	25,760	41
City of Delano	279,451	4,90
Golden Empire Transit District	5,882,508	104,41
County of Kern	1,194,767	21,21
City of McFarland	12,106	21
City of Ridgecrest	159,250	2,81
City of Shafter	57,568	1,01
City of Taft	360,169	6,31
City of Tehachapi	28,252	50
City of Wasco	<u>31,839</u>	<u>50</u>
Regional Entity Totals	8,093,822	143,60
Kings County Association of Governments		
City of Corcoran	122,620	2,11
Kings County Area Public Transit Agency	<u>762,823</u>	<u>13,51</u>
Regional Entity Totals	885,443	15,71
Lake County/City Council of Governments		
Lake Transit Authority	498,852	8,81
Lassen County Local Transportation Commission		
Lassen Transit Service Agency	186,872	3,31

Attachment: [INFO ONLY] Ictopeligibilitylist\_2425 (11379 : Fiscal Year 2024/2025 LCTOP Apportionment - Population Share)

STATE CONTROLLER'S OFFICE  
 LOW CARBON TRANSIT OPERATIONS PROGRAM  
 FISCAL YEAR 2024-25 PUC 99314 ALLOCATION DETAIL

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2024-25 Eligible Allocation
Los Angeles County Metropolitan Transportation Authority		
Antelope Valley Transit Authority	20,326,872	360,88
City of Arcadia	1,607,131	28,55
City of Burbank	3,769,842	66,99
City of Claremont	456,234	8,11
City of Commerce	4,235,696	75,21
City of Culver City	15,278,536	271,21
Foothill Transit	67,815,955	1,204,00
City of Gardena	13,772,242	244,55
City of Glendale	8,225,171	146,00
City of La Mirada	874,670	15,55
Long Beach Public Transportation Company	60,542,189	1,074,85
City of Los Angeles	98,801,791	1,754,11
County of Los Angeles	6,316,927	112,11
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	23,653,34
City of Montebello	20,096,742	356,88
City of Norwalk	9,188,277	163,11
City of Pasadena	7,704,457	136,71
City of Redondo Beach	2,905,619	51,55
City of Santa Clarita	26,010,198	461,71
City of Santa Monica	47,544,183	844,11
Southern California Regional Rail Authority***	236,865,779	1
City of Torrance	20,472,763	363,41
Regional Entity Subtotals	2,005,084,609	31,393,11
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	2,107,71
Regional Entity Totals	2,005,084,609	33,500,88
Madera County Local Transportation Commission		
City of Chowchilla	524,476	9,31
City of Madera	169,785	3,00
County of Madera	67,286	1,11
Regional Entity Totals	761,547	13,55
Mariposa County Local Transportation Commission		
County of Mariposa	73,004	1,21
Mendocino Council of Governments		
Mendocino Transit Authority	957,692	17,00
Merced County Association of Governments		
Transit Joint Powers Authority of Merced County	1,025,125	18,21
Yosemite Area Regional Transportation System (YARTS)	958,913	17,00
Regional Entity Totals	1,984,038	35,21

\*\*\* The estimated available amounts to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

Attachment: [INFO ONLY] Ictopeligibilitylist\_2425 (11379 : Fiscal Year 2024/2025 LCTOP Apportionment - Population Share)

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2024-25 Eligible Allocation
Modoc County Local Transportation Commission		
Modoc Transportation Agency	107,653	1,9 <sup>9</sup>
Mono County Local Transportation Commission		
Eastern Sierra Transit Authority	2,824,223	50,1 <sup>4</sup>
Transportation Agency for Monterey County		
Monterey-Salinas Transit	19,637,486	348,6 <sup>4</sup>
Nevada County Local Transportation Commission		
County of Nevada	369,077	6,5 <sup>5</sup>
City of Truckee	323,083	5,7 <sup>7</sup>
Regional Entity Totals	692,160	12,2 <sup>1</sup>
Orange County Transportation Authority		
City of Laguna Beach	1,910,271	33,9 <sup>9</sup>
Orange County Transportation Authority	110,748,483	1,966,2 <sup>2</sup>
Regional Entity Subtotals	112,658,754	2,000,1 <sup>1</sup>
Orange County Transportation Authority - Corresponding to SCRRA***	NA	925,5 <sup>5</sup>
Regional Entity Totals	112,658,754	2,925,7 <sup>1</sup>
Placer County Transportation Planning Agency		
City of Auburn	21,830	3 <sup>3</sup>
County of Placer	5,410,141	96,0 <sup>0</sup>
City of Roseville	1,175,827	20,8 <sup>8</sup>
Regional Entity Totals	6,607,798	117,3 <sup>3</sup>
Plumas County Local Transportation Commission		
County of Plumas	346,829	6,1 <sup>1</sup>
County Service Area 12 - Specialized Service	80,198	1,4 <sup>4</sup>
Regional Entity Totals	427,027	7,5 <sup>5</sup>
Riverside County Transportation Commission		
City of Banning	208,349	3,6 <sup>6</sup>
City of Beaumont	318,557	5,6 <sup>6</sup>
City of Corona	426,555	7,5 <sup>5</sup>
Palo Verde Valley Transit Agency	175,762	3,1 <sup>1</sup>
City of Riverside - Specialized Service	493,635	8,7 <sup>7</sup>
Riverside Transit Agency	18,329,390	325,4 <sup>4</sup>
Sunline Transit Agency	11,506,078	204,2 <sup>2</sup>
Regional Entity Subtotals	31,458,326	558,5 <sup>5</sup>
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	470,9 <sup>9</sup>
Regional Entity Totals	31,458,326	1,029,5 <sup>5</sup>

Attachment: [INFO ONLY] Ictopeligibilitylist\_2425 (11379 : Fiscal Year 2024/2025 LCTOP Apportionment - Population Share)

STATE CONTROLLER'S OFFICE  
 LOW CARBON TRANSIT OPERATIONS PROGRAM  
 FISCAL YEAR 2024-25 PUC 99314 ALLOCATION DETAIL

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2024-25 Eligible Allocation
<b>Council of San Benito County Governments</b>		
San Benito County Local Transportation Authority	151,384	2,68
<b>San Bernardino County Transportation Authority</b>		
Morongo Basin Transit Authority	1,027,787	18,2
Mountain Area Regional Transit Authority	564,732	10,0
City of Needles	58,190	1,0
Omnitrans	34,279,207	608,5
Victor Valley Transit Authority	4,530,204	80,4
Regional Entity Subtotals	40,460,120	718,3
San Bernardino County Transportation Authority - Corresponding to SCRR****	NA	475,6
Regional Entity Totals	40,460,120	1,193,9
<b>San Joaquin Council of Governments</b>		
Altamont Corridor Express (ACE)*	21,420,132	1
City of Escalon	51,911	9
City of Lodi	887,825	15,7
City of Manteca	77,826	1,3
City of Ripon	44,345	7
San Joaquin Regional Transit District	10,156,807	180,3
City of Tracy	194,489	3,4
Regional Entity Subtotals	32,833,335	202,6
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	255,5
Regional Entity Totals	32,833,335	458,1
<b>San Luis Obispo Area Council of Governments</b>		
City of Atascadero	37,783	6
City of Morro Bay	42,401	7
City of San Luis Obispo Transit	821,105	14,5
San Luis Obispo Regional Transit Authority	1,903,882	33,8
Regional Entity Totals	2,805,171	49,8
<b>Santa Barbara County Association of Governments (SBCAG)</b>		
City of Guadalupe	69,525	1,2
City of Lompoc	136,501	2,4
County of Santa Barbara	0	
Santa Barbara County Association of Governments (SBCAG)	1,620,453	28,7
Santa Barbara Metropolitan Transit District	13,488,703	239,4
City of Santa Maria	906,214	16,0
City of Solvang	104,313	1,8
Regional Entity Totals	16,325,709	289,8

\* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

\*\*\* The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

Attachment: [INFO ONLY] Ictopeligibilitylist\_2425 (11379 : Fiscal Year 2024/2025 LCTOP Apportionment - Population Share)



STATE CONTROLLER'S OFFICE  
 LOW CARBON TRANSIT OPERATIONS PROGRAM  
 FISCAL YEAR 2024-25 PUC 99314 ALLOCATION DETAIL

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2024-25 Eligible Allocation
Santa Cruz County Transportation Commission Santa Cruz Metropolitan Transit District	34,885,448	619,36
Shasta Regional Transportation Agency Redding Area Bus Authority	1,357,867	24,10
Sierra County Local Transportation Commission County of Sierra - Specialized Service	17,768	3
Siskiyou County Local Transportation Commission County of Siskiyou	271,330	4,8
Stanislaus Council of Governments Stanislaus Regional Transit Authority	4,244,345	75,3
City of Turlock	293,666	5,2
Regional Entity Totals	4,538,011	80,5
Tehama County Transportation Commission County of Tehama	194,589	3,4
Trinity County Transportation Commission County of Trinity	76,212	1,3
Tulare County Association of Governments City of Porterville	846,792	15,0
City of Tulare	589,094	10,4
County of Tulare	1,191,032	21,1
Tulare County Regional Transit Agency	290,035	5,1
City of Visalia	4,391,535	77,9
Regional Entity Totals	7,308,488	129,7
Tuolumne County Transportation Council Tuolumne County Transit Agency	203,234	3,6
Ventura County Transportation Commission City of Camarillo	751,079	13,3
Gold Coast Transit District	4,272,461	75,8
City of Moorpark	299,991	5,3
City of Simi Valley	1,167,392	20,7
City of Thousand Oaks	423,749	7,5
Regional Entity Subtotals	6,914,672	122,7
Ventura County Transportation Commission - Corresponding to SCRRA***	NA	225,4
Regional Entity Totals	6,914,672	348,1
 STATE TOTALS	\$ 5,696,443,829	\$ 101,135,3

\*\*\* The estimated available amounts to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

Attachment: [INFO ONLY] Ictopeligibilitylist\_2425 (11379 : Fiscal Year 2024/2025 LCTOP Apportionment - Population Share)

## *Minute Action*

AGENDA ITEM: 26

**Date:** *March 5, 2025*

**Subject:**

Local Transportation Fund Apportionment for Fiscal Year 2025/2026

**Recommendation:**

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

A. Maintain Fiscal Year (FY) 2024/2025 Local Transportation Fund (LTF) apportionment of \$171,056,630, as approved by the SBCTA Board of Directors (Board) on March 6, 2024.

B. Approve a FY 2025/2026 Fund Reserve of \$14,992,079, representing 10% of the estimated annual revenues for unexpected financial need per Policy No. 31010.

C. Approve a LTF estimated apportionment of \$160,680,803 for FY 2025/2026, as detailed in Attachment A, based on \$149,920,792 in estimated receipts plus a carryover of \$10,795,196 from actual revenue and interest received in FY 2023/2024 over the estimate the Board approved on March 1, 2023, the return of the unused FY 2024/2025 Fund Reserves, less the Fund Reserves in Recommendation B.

**Background:**

As required by the Transportation Development Act (TDA), the San Bernardino County Transportation Authority (SBCTA) must analyze and evaluate the total amount of Local Transportation Fund (LTF) revenue anticipated to be available and relative needs and annually determine the amount to be allocated to each claimant. The first step in this process is to determine how much apportionment each area receives based on population data.

Pursuant to Section 6620 of the California Code of Regulations (CCR), the San Bernardino County Auditor/Controller (Auditor) is to provide SBCTA with an estimate of LTF revenue available for apportionment and allocation during the ensuing year, Fiscal Year (FY) 2025/2026, and, if requested, a revised or updated estimate of revenues for current FY 2024/2025 prior to February 1, 2025. Section 6644 of the CCR requires that SBCTA determine and advise all prospective claimants of the amount of all area apportionments for the next FY by March 1, 2025.

The total annual LTF apportionment is a function of three components.

1. Projected annual revenue
2. Prior audited, unapportioned fund balance
3. Fund reserve

Annually, SBCTA staff analyzes LTF receipts and revenue trends and presents the Auditor with an estimate of current year and subsequent year LTF revenue projections. SBCTA received concurrence with the SBCTA estimate and methodology for FY 2025/2026 from the Auditor on January 29, 2025; therefore, SBCTA staff is recommending the approved FY 2025/2026 revenue estimate of \$149,920,792.

Any difference between actual revenue received versus the estimate that was approved by the SBCTA Board of Directors (Board) for that FY is captured in the second component of the *Entity: San Bernardino County Transportation Authority*

annual apportionment calculation, the prior year audited and unapportioned fund balance. The difference, including interest and investment earnings/losses, is included in the fund balance in the annual financial audit. In this instance, the unapportioned amount of \$10,795,196 is made up of actual revenue plus interest received above the FY 2023/2024 estimate approved by the Board on March 1, 2023.

Finally, the third component of the apportionment is the fund reserve. In the proposed FY 2025/2026 LTF apportionment, staff is recommending a fund reserve of \$14,992,079, calculated as 10% of the annual estimated LTF revenue, consistent with Policy No. 31010 adopted by the Board on December 6, 2017. This reserve is to be maintained for operators based on a population pro-rata share and is intended to remedy an immediate economic shortfall or address extreme or unusual circumstances. The prior year's fund reserve of \$14,956,894 gets returned as part of the overall funds available for apportionment.

The total proposed FY 2025/2026 LTF apportionment is included in Attachment A. The three components of revenue are included at the top of the table. The resulting total apportionment is \$160,680,803, a decrease of \$10.4 million compared to the prior year, which is a result of a lower prior year audited unrestricted fund balance amount in this apportionment. If the total apportionment is approved, the individual amounts of apportionment that would be provided to eligible claimants are outlined in Attachment A. The first section pertains to administration and planning, the second section pertains to non-motorized transportation, and the third section pertains to the Valley and Mountain/Desert jurisdictions for eligible expenditures.

Pursuant to Section 99233.1 of the California Public Utilities Code (CPUC), SBCTA and the Auditor shall allocate such sums as are necessary for the administrative responsibilities under the TDA. The Auditor is requesting an allocation of \$24,192, which is a decrease of \$8,316 from what was allocated in FY 2024/2025. SBCTA's administrative costs include conducting the LTF and State Transit Assistance Funds financial and performance audits; staff time associated with processing allocations and disbursements, fiscal tracking, and conducting Public and Specialized Transportation Advisory and Coordination Council meetings and unmet needs hearings when needed; and a portion of SBCTA's indirect costs. Staff is requesting 1% of the estimated funds available, or \$1,606,808 for SBCTA's administrative costs in FY 2025/2026, consistent with the indirect methodology outlined in Policy No. 20600.

Pursuant to Section 99233.2(b)(1) of the CPUC, up to 3% of the annual LTF revenues may be allocated to SBCTA for its transportation planning and programming functions. The amount of LTF planning funds available for this purpose for FY 2025/2026 is \$4,820,424. This is a critical component of funding for staff activities that are not directly related to Measure I and a portion of SBCTA's administrative costs.

Further, pursuant to Section 99233.2(b)(2) of the CPUC, Southern California Association of Governments (SCAG) is to be allocated up to 3/4% of the annual LTF revenues. For FY 2025/2026, the allocation to SCAG is \$1,205,106.

Lastly, in accordance with Section 99233.3 of the CPUC (Article 3), 2% of the remaining balance following allocations for administration and planning is made available to counties, cities, and transit operators, through a competitive grant process, for facilities provided for the

Board of Directors Agenda Item

March 5, 2025

Page 3

exclusive use of pedestrians and bicycles. The allocation for pedestrian and bicycle related projects for FY 2025/2026 is \$3,060,485. SBCTA conducts an Article 3 call-for-projects every two years. The next call-for-projects is tentatively scheduled for summer 2025.

The balance of LTF is available for apportionment to the Valley and to each individual city and county area in the Mountain/Desert subareas based on the population estimates approved by the Board for FY 2024/2025 in July 2024. While apportionments are made to individual jurisdictions in the Mountain/Desert subareas, the funds are first allocated to the respective transit operators for transit purposes, and any unused apportionment is returned to the local jurisdictions for streets and roads purposes in the subsequent FY. Currently all transit operators are making full use of their allocations for transit purposes.

***Financial Impact:***

SBCTA is the designated agency responsible for the administration of LTF for San Bernardino County. Adoption of the LTF apportionment will provide SBCTA, SCAG, transit agencies, and local jurisdictions with revenue estimates to use for Fiscal Year (FY) 2025/2026 budgeting purposes. This item has no financial impact on the adopted Budget for FY 2024/2025.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on February 13, 2025.

***Responsible Staff:***

Brianna Martinez, Management Analyst III

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

San Bernardino County Transportation Authority

**San Bernardino County Local Transportation Fund  
Fiscal Year 2025/2026 Apportionment**

			<b>APPORTIONMENT<sup>1</sup></b>
Prior Year Audited Unrestricted Fund Balance <sup>2</sup>			\$ 10,795,196
Estimated Annual LTF Receipts <sup>3</sup>			\$ 149,920,792
Returned FY 2024/2025 Fund Reserve			\$ 14,956,894
Proposed FY 2025/2026 Fund Reserve <sup>4</sup>			\$ (14,992,079)
Proposed Additional Fund Reserve <sup>5</sup>			\$ -
<i>Allocation of Transit Reserves:</i>			
Valley	\$ 10,838,984		
VVTA	\$ 3,288,249		
MARTA	\$ 341,368		
MBTA	\$ 490,702		
City of Needles	\$ 32,775		
<b>Total Estimated Funds Available</b>			<b>\$ 160,680,803</b>
Auditor's Administrative Cost <sup>5</sup>			\$ 24,192
SBCTA's Administrative Cost Set-Aside <sup>6</sup>			\$ 1,606,808
SBCTA Planning <sup>7</sup>			\$ 4,820,424
SCAG Planning <sup>8</sup>			\$ 1,205,106
<b>Resulting Balance</b>			<b>\$ 153,024,273</b>
Article 3 (SB821) Program <sup>9</sup>			\$ 3,060,485
<b>Balance Available for Apportionment</b>			<b>\$ 149,963,788</b>
<b>Apportionment Area</b>	<b>Population<sup>10</sup></b>	<b>Percentage<sup>1</sup></b>	<b>APPORTIONMENT<sup>1</sup></b>
Valley	1,577,134	72.30%	\$ 108,420,927
Adelanto	36,131	1.66%	\$ 2,483,845
Apple Valley	74,322	3.41%	\$ 5,109,306
Barstow	24,669	1.13%	\$ 1,695,884
Big Bear Lake	4,958	0.23%	\$ 340,840
Hesperia	100,087	4.59%	\$ 6,880,535
Needles	4,769	0.22%	\$ 327,847
Twentynine Palms	25,346	1.16%	\$ 1,742,424
Victorville	138,202	6.34%	\$ 9,500,771
Yucca Valley	21,594	0.99%	\$ 1,484,491
County - Unincorporated			
<i>Colorado River (VVTA)</i>	2,157	0.10%	\$ 148,284
<i>Morongo Basin (MBTA)</i>	24,460	1.12%	\$ 1,681,516
<i>Mountains (MARTA)</i>	44,713	2.05%	\$ 3,073,819
<i>North Desert (VVTA)</i>	33,197	1.52%	\$ 2,282,146
<i>Victor Valley (VVTA)</i>	69,694	3.19%	\$ 4,791,152
<b>Total</b>	<b>2,181,433</b>	<b>100.00%</b>	<b>\$ 149,963,788</b>

<sup>1</sup> Due to rounding, some totals may not correspond with the sum and/or products of the figures displayed.  
<sup>2</sup> Difference between the FY 2023/2024 revenue estimate and the actual amount received + interest.  
<sup>3</sup> Estimate calculated as 1% escalation over actual FY 2023/2024 revenue received.  
<sup>4</sup> Reserve is 10% of annual estimated LTF revenue per Policy 31010.  
<sup>5</sup> Estimate provided by County Auditor in January 2025.  
<sup>6</sup> SBCTA's Administrative Cost set-aside is 1% of Total Estimated Funds Available. Expenditures includes staff time associated with administration of TDA funds, audits, TDA update work, unmet needs hearings and a portion of agency indirect costs.  
<sup>7</sup> SBCTA Planning set-aside is 3% of Total Estimated Funds Available.  
<sup>8</sup> SCAG Planning set-aside is 3/4% of Total Estimated Funds Available.  
<sup>9</sup> Article 3 (SB821) Program set-aside is 2% of Resulting Balance.  
<sup>10</sup> Population Source: California Department of Finance and County Demographic Research Unit January 2024

Attachment: FY 2025-26 LTF Apportionment\_Attachment A (11380 : Local Transportation Fund Apportionment for Fiscal Year 2025/2026)

## *Minute Action*

AGENDA ITEM: 27

**Date:** *March 5, 2025*

**Subject:**

State Transit Assistance Fund-Population Share Apportionment for Fiscal Year 2025/2026

**Recommendation:**

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

Approve a State Transit Assistance Fund-Population Share Apportionment for Fiscal Year 2025/2026 of \$34,143,598 based on the State Controller's Office estimate on January 31, 2025, to be apportioned \$24,685,163 to the Valley and \$9,458,435 to the Mountain/Desert areas based on the population estimates approved by the San Bernardino County Transportation Authority Board of Directors in July 2024.

**Background:**

Pursuant to the California Public Utilities Code (CPUC) Section 99312, the San Bernardino County Transportation Authority (SBCTA) receives State Transit Assistance (STA) funds, which are derived from the statewide sales tax on diesel fuel, from the State Controller's Office (SCO). This funding is allocated as follows: 1) 50% for CPUC Section 99313 STA-Population (STA-Pop) Share based on the ratio of the population of the area under its jurisdiction to the total population of the state and 2) 50% for CPUC Section 99314 STA-Operator (STA-Op) Share, which is specific monies for operators and allocated based on the ratio of the total prior year transit operator passenger fare and local support revenues, as well as member agencies, to the total revenue of all operators in the state and member agencies. The amount of STA-Op Share funds available to each transit operator on an annual basis is determined by the State, and SBCTA functions as a pass-through agency for this portion of STA.

SBCTA apportions STA-Pop Share funds to the Valley and Mountain/Desert areas based on the population of these larger subareas to the population of the county as a whole. Historically, STA funds were allocated to specific projects as needs were identified because revenues had been unstable, and operators needed to meet efficiency standards to use STA for operating expenses. This "pass or fail" efficiency standard could result in operators that are eligible for operations funding in one year not being eligible the next. However, changes to State law concerning the use of these funds for operations provided additional flexibility to use STA for operating expenses.

For annual apportionments, SBCTA uses the estimates published each January by the SCO. For Fiscal Year (FY) 2025/2026, the SCO estimates revenues of \$26,868,678 (\$22.2 million STA-Pop, \$4.7 million STA-Op), which is a decrease of nearly 15% over the previous year's estimate.

The total annual STA apportionment is a function of three components.

1. Projected annual revenue
2. Prior year audited, unrestricted balance
3. Fund Reserve

Table 1 below shows the staff-recommended STA-Pop apportionment for FY 2025/2026 of \$34,143,598. The total apportionment includes a STA-Pop revenue estimate of \$22,173,359,

*Entity: San Bernardino County Transportation Authority*

consistent with the STA estimate that was made available on January 31, 2025, by the SCO. The prior year audited, unrestricted balance represents the difference between actual revenue received versus the estimate that was approved by the SBCTA Board of Directors (Board) for that FY, including interest. The FY 2025/2026 unrestricted balance is \$11,578,243. It should be noted that the fourth quarter of STA revenue in FY 2022/2023 was received in FY 2023/2024, resulting in an unusually large carryover balance for FY 2025/2026. The apportionment also includes a return of the previous year's reserve, less a new reserve equal to 10% of the current year's STA-Pop revenue estimate per Policy No. 31010 adopted by the Board in December 2017. The resulting apportionments to the Valley and Mountain/Desert areas are based on the population estimates approved by the Board in July 2024.

**TABLE 1**  
**San Bernardino County State Transit Assistance Fund – Population Share**  
Fiscal Year 2025/2026 Apportionment

			<b>APPORTIONMENT</b>
Prior Year Audited Unrestricted Balance <sup>1</sup>			\$ 11,578,243
Estimated Annual STA-Population Receipts <sup>2</sup>			22,173,359
Returned FY 2024/2025 Fund Reserve			2,609,332
Proposed FY 2025/2026 Fund Reserve <sup>3</sup>			(2,217,336)
<b>Total Estimated Funds Available</b>			<b>\$ 34,143,598</b>
<b>Apportionment Area</b>	<b>Population<sup>4</sup></b>	<b>Percentage</b>	<b>APPORTIONMENT</b>
Valley	1,577,134	72.30%	\$ 24,685,163
Mountain/Desert	604,299	27.70%	9,458,435
<b>Total</b>	<b>2,181,433</b>	<b>100.00%</b>	<b>\$ 34,143,598</b>

<sup>1</sup> The difference between actuals and estimates for FY23/24, less the unrestricted fund balance apportioned in FY24/25.

<sup>2</sup> Estimated Annual STA Receipts based on SCO estimate for FY25/26 January 31, 2025.

<sup>3</sup> Reserve is 10% of annual estimated STA revenue per Policy 31010.

<sup>4</sup> Population Source: California Department of Finance January 2024.

SBCTA is the designated agency responsible for the administration of the STA-Pop Share apportionment for San Bernardino County. Adoption of the STA-Pop Share apportionment will provide SBCTA and the transit operators with revenue estimates to use for FY 2025/2026 budgeting purposes.

***Financial Impact:***

SBCTA is the designated agency responsible for the administration of the STA-Population Share apportionment for San Bernardino County. Adoption of the STA-Population Share apportionment will provide SBCTA and the transit operators with revenue estimates to use for Fiscal Year 2025/2026 budgeting purposes. This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on February 13, 2025.

***Responsible Staff:***

Brianna Martinez, Management Analyst III



Board of Directors Agenda Item  
March 5, 2025  
Page 3

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

San Bernardino County Transportation Authority

## *Minute Action*

AGENDA ITEM: 28

**Date:** *March 5, 2025*

**Subject:**

State Legislative Update

**Recommendation:**

Receive and file the February 2025 State Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

**Background:**

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with a representative from state advocates, Seaside Advocacy, LLC, updated the Legislative Policy Committee on February 12, 2025, on the start of 2025-2026 legislative session, new members of the San Bernardino County legislative delegation, state budget forecasts and upcoming legislative priorities.

**2025 Legislative Session**

The Legislature reconvened for the new 2025-26 session on January 6, 2025. While a handful of bills were introduced in December 2024, the majority of new legislation will begin to take shape in the next few weeks. The bill introduction deadline is February 21, 2025, so the Legislature will continue to introduce bills up until that day.

**Committee Membership**

With the commencement of the new legislative session, the Senate and Assembly leadership positions were reconfirmed. Senator Mike McGuire remains the President Pro Tempore of the Senate and Assemblymember Robert Rivas was reconfirmed as the Speaker of the Assembly.

In terms of Republican leaders, Assemblymember James Gallagher and Senator Brian Jones will continue to serve as the minority leaders in their respective chambers.

The Assembly Transportation Committee will continued to be chaired by Assemblymember Lori Wilson and Assemblymember Laurie Davies will continue to serve as Vice Chair.

In the Senate, the Transportation Committee will continue to be chaired by Senator Dave Cortese with the Vice Chair seat being vacant at this moment.

Attachment A contains a list of full committee assignments in the State Assembly, Attachment B contains a list of full committee assignments in the State Senate, and Attachment C contains a list of legislative bills of interest to the San Bernardino County Transportation Authority (SBCTA)/San Bernardino Associated Governments (SBCOG).

**California State Rail Plan**

On January 7, 2025, Governor Gavin Newsom (Governor), along with the California State Transportation Agency and the California Department of Transportation announced the release of the State Rail Plan (Rail Plan), a long-range vision of statewide investments that will create up to 900,000 jobs and a zero-emission, fully interconnected rail and transit network by 2050. The release of the Rail Plan comes after the Governor joined local leaders and workers to mark *Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority*

the beginning of the track-laying phase for California High-Speed Rail. The Rail Plan calls for providing mobility to every region of the state by creating a world-class, fully integrated, zero-emission rail network that connects seamlessly with other transportation modes. The network includes intercity, regional, and local transit systems to make traveling by train a more attractive option compared to car or air travel.

Key benefits of the plan include:

- Shifting nearly 200 million daily passenger miles from state highways to the statewide rail network, reducing road congestion and emissions.
- Increasing access for all Californians to lower-cost, low and zero-emission transportation options with more frequent service to connect passengers to a broader range of destinations.
- Enhancing safety through grade-crossing improvements and Positive Train Control (PTC) to reduce collision risks and improve safety across the network.
- Investing in California's economy to create well-paying jobs and improved opportunities to move people and goods more efficiently throughout the state.

Regional plans will build on the Rail Plan by paving the way for improved regional rail service and transit networks, and as they set land use recommendations that leverage enhanced connectivity. The Rail Plan presents California's goals for providing and connecting services in different regions and identifies service improvements and projects in the short-term (by 2028), mid-term (by 2034), and long-term (by 2050). The Rail Plan envisions a direct capital investment of \$307 billion, with an estimated economic return of over \$537 billion by 2050. This investment is also expected to create hundreds of thousands of full-time jobs for construction, maintenance, and operation industries, representing a significant boost to California's economy. A fully integrated statewide rail network will also improve access to opportunity for virtually all Californians without the costs of car ownership.

### **Governor's Proposed Budget**

On January 10, 2025, the Governor submitted his initial budget proposal to the Legislature. This proposal provides the first glimpse of what the Governor's priorities will be for the coming year. This framework will also serve as the starting point for negotiations to occur with the Legislature over the next five months.

The proposed budget for the 2025-26 fiscal year includes General Fund resources—carry-forward balance, revenues, and transfers—of \$251.4 billion and expenditures of \$228.9 billion (total expenditures from all funds proposed to be \$322.3 billion). The Governor's proposal projects a small surplus of \$326 million, compared to the \$297.9 billion budget in FY 2024-25 that accounted for a nearly \$47 billion shortfall.

The revised General Fund expenditure level for the current year (2024-25) is approximately \$232.1 billion. Overall, General Fund spending in 2025-26 is expected to decrease by approximately \$3.2 billion from the revised 2024-25 level.

Budget highlights include:

- \$7.7 billion for high-priority transit and rail infrastructure projects that will improve rail and transit connectivity between state and local/regional services that are designed to

provide options to opt-out of traffic congestion and reduce greenhouse gas emissions. A portion of these funds can also be used to support transit operations.

- \$4.2 billion in Proposition 1A (2008) funding to continue construction on the California High Speed Rail project.
- \$1.2 billion for goods movement projects on rail and roadways at port terminals.
- \$1.1 billion for Active Transportation Program projects, the Reconnecting Communities: Highways to Boulevards Pilot program, and climate adaptation projects.
- \$150 million for grade separation projects.
- \$100 million for Encampment Resolution Fund grants.

The Governor's budget proposal is the first step in the annual state budgetary process. The Legislature will hold budget committee hearings over the coming months before the Governor releases his May 2025 Revision to the budget with updated revenue projections. Following the release of the May Revision, the Legislature must approve the budget by June 15, 2025.

### **Los Angeles Wildfires and Insurance Proposals**

The Legislature and the Governor worked together to pass a \$2.5 billion package for Los Angeles County wildfire relief on January 23, 2025. The funding is intended to assist in expediting cleanup and home assessments, provide shelter for displaced residents and pay for other emergency response measures.

It is expected that along with relief and recovery efforts the Legislature will focus on a variety of policy changes including addressing the ongoing health of the California Fair Access to Insurance Requirements plan for providing homeowners insurance in wildfire-prone areas - there have already been three bills introduced, and we expect more. Additionally, things like vegetation management, wildfire prevention measures, wildfire response will all see policy proposals crop up in the coming weeks.

#### ***Financial Impact:***

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

#### ***Reviewed By:***

This item was received by the Legislative Policy Committee on February 12, 2025.

#### ***Responsible Staff:***

Otis Greer, Director of Legislative and Public Affairs

Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:



## ATTACHMENT A

**ROBERT RIVAS**  
SPEAKER OF THE ASSEMBLY

January 17, 2025

Sue Parker  
Chief Clerk of the Assembly  
State Capitol, Room 319  
Sacramento, California

Dear Ms. Parker,

Please be advised that I have made the following committee appointments for the 2025-26 Regular Session:

### **Aging and Long-Term Care**

Assemblymember Jasmeet Kaur Bains, Chair  
Assemblymember James Gallagher, Vice Chair  
Assemblymember Joaquin Arambula  
Assemblymember Anamarie Avila Farias  
Assemblymember Jeff Gonzalez  
Assemblymember Blanca Rubio  
Assemblymember LaShae Sharp-Collins

### **Agriculture**

Assemblymember Esmeralda Soria, Chair  
Assemblymember Juan Alanis, Vice Chair  
Assemblymember Cecilia Aguiar-Curry  
Assemblymember Damon Connolly  
Assemblymember Jeff Gonzalez  
Assemblymember Heather Hadwick  
Assemblymember Jacqui Irwin  
Assemblymember Rhodesia Ransom

I have decreased the size of the committee from 10 to 8 members.

### **Appropriations**

Assemblymember Buffy Wicks, Chair  
Assemblymember Kate Sanchez, Vice Chair  
Assemblymember Joaquin Arambula  
Assemblymember Lisa Calderon  
Assemblymember Jessica Caloza  
Assemblymember Diane Dixon  
Assemblymember Sade Elhawary  
Assemblymember Mike Fong

Ms. Sue Parker  
 January 17, 2025  
 Page Two

**Appropriations (continued)**

Assemblymember Mark González  
 Assemblymember Heather Hadwick  
 Assemblymember Gregg Hart  
 Assemblymember Blanca Pacheco  
 Assemblymember Gail Pellerin  
 Assemblymember José Solache  
 Assemblymember Tri Ta

**Arts, Entertainment, Sports, and Tourism**

Assemblymember Christopher Ward, Chair  
 Assemblymember Tom Lackey, Vice Chair  
 Assemblymember Sade Elhawary  
 Assemblymember Jeff Gonzalez  
 Assemblymember Tina McKinnor  
 Assemblymember Liz Ortega  
 Assemblymember Sharon Quirk-Silva  
 Assemblymember Avelino Valencia  
 Assemblymember Rick Chavez Zbur

I have increased the size of the committee from 7 to 9 members.

**Banking and Finance**

Assemblymember Avelino Valencia, Chair  
 Assemblymember Phillip Chen, Vice Chair  
 Assemblymember Diane Dixon  
 Assemblymember Mike Fong  
 Assemblymember Maggy Krell  
 Assemblymember Michelle Rodriguez  
 Assemblymember Blanca Rubio  
 Assemblymember Pilar Schiavo  
 Assemblymember Esmeralda Soria

**Budget**

Assemblymember Jesse Gabriel, Chair  
 Assemblymember Heath Flora, Vice Chair  
 Assemblymember Dawn Addis  
 Assemblymember Patrick Ahrens  
 Assemblymember David Alvarez  
 Assemblymember Steve Bennett  
 Assemblymember Mia Bonta  
 Assemblymember Damon Connolly  
 Assemblymember Carl DeMaio  
 Assemblymember Mike Fong  
 Assemblymember Heather Hadwick  
 Assemblymember Matt Haney  
 Assemblymember Gregg Hart

Ms. Sue Parker  
 January 17, 2025  
 Page Three

**Budget (continued)**

Assemblymember Corey Jackson  
 Assemblymember Tom Lackey  
 Assemblymember Alex Lee  
 Assemblymember Alexandra Macedo  
 Assemblymember Al Muratsuchi  
 Assemblymember Liz Ortega  
 Assemblymember Darshana Patel  
 Assemblymember Joe Patterson  
 Assemblymember Cottie Petrie-Norris  
 Assemblymember Sharon Quirk-Silva  
 Assemblymember James Ramos  
 Assemblymember Chris Rogers  
 Assemblymember Pilar Schiavo  
 Assemblymember Nick Schultz  
 Assemblymember LaShae Sharp-Collins  
 Assemblymember José Solache  
 Assemblymember David Tangipa  
 Assemblymember Greg Wallis  
 Assemblymember Christopher Ward  
 Assemblymember Lori Wilson

I have increased the size of the committee from 27 to 33 members.

**Budget Subcommittee No. 1 on Health**

Assemblymember Dawn Addis, Chair  
 Assemblymember Mia Bonta  
 Assemblymember Joe Patterson  
 Assemblymember Pilar Schiavo  
 Assemblymember José Solache  
 Assemblymember Jesse Gabriel, Democratic Alternate  
 Assemblymember Heath Flora, Republican Alternate

I have increased the size of the committee from 3 to 5 members.

**Budget Subcommittee No. 2 on Human Services**

Assemblymember Corey Jackson, Chair  
 Assemblymember Patrick Ahrens  
 Assemblymember Alex Lee  
 Assemblymember LaShae Sharp-Collins  
 Assemblymember David Tangipa  
 Assemblymember Jesse Gabriel, Democratic Alternate  
 Assemblymember Heath Flora, Republican Alternate

I have increased the size of the committee from 3 to 5 members.



Ms. Sue Parker  
January 17, 2025  
Page Four

**Budget Subcommittee No. 3 on Education Finance**

Assemblymember David Alvarez, Chair  
Assemblymember Mike Fong  
Assemblymember Heather Hadwick  
Assemblymember Al Muratsuchi  
Assemblymember Darshana Patel  
Assemblymember Greg Wallis  
Assemblymember Jesse Gabriel, Democratic Alternate  
Assemblymember Heath Flora, Republican Alternate

**Budget Subcommittee No. 4 on Climate Crisis, Resources, Energy, and Transportation-**

Assemblymember Steve Bennett, Chair  
Assemblymember Damon Connolly  
Assemblymember Tom Lackey  
Assemblymember Alexandra Macedo  
Assemblymember Cottie Petrie-Norris  
Assemblymember Chris Rogers  
Assemblymember Lori Wilson  
Assemblymember Jesse Gabriel, Democratic Alternate  
Assemblymember Heath Flora, Republican Alternate

I have increased the size of the committee from 5 to 7 members.

**Budget Subcommittee No. 5 on State Administration**

Assemblymember Sharon Quirk-Silva, Chair  
Assemblymember Carl DeMaio  
Assemblymember Matt Haney  
Assemblymember Liz Ortega  
Assemblymember Christopher Ward  
Assemblymember Jesse Gabriel, Democratic Alternate  
Assemblymember Heath Flora, Republican Alternate

I have increased the size of the committee from 3 to 5 members.

**Budget Subcommittee No. 6 on Public Safety**

Assemblymember James Ramos, Chair  
Assemblymember Tom Lackey  
Assemblymember Nick Schultz  
Assemblymember Jesse Gabriel, Democratic Alternate  
Assemblymember Heath Flora, Republican Alternate

**Budget Subcommittee No. 7 on Accountability and Oversight**

Assemblymember Gregg Hart, Chair

**Business and Professions**

Assemblymember Marc Berman, Chair  
Assemblymember Heath Flora, Vice Chair

Ms. Sue Parker  
 January 17, 2025  
 Page Five

**Business and Professions (continued)**

Assemblymember Patrick Ahrens  
 Assemblymember Juan Alanis  
 Assemblymember Jasmeet Kaur Bains  
 Assemblymember Rebecca Bauer-Kahan  
 Assemblymember Jessica Caloza  
 Assemblymember Phillip Chen  
 Assemblymember Sade Elhawary  
 Assemblymember Heather Hadwick  
 Assemblymember Matt Haney  
 Assemblymember Jacqui Irwin  
 Assemblymember Corey Jackson  
 Assemblymember Maggy Krell  
 Assemblymember Josh Lowenthal  
 Assemblymember Alexandra Macedo  
 Assemblymember Stephanie Nguyen  
 Assemblymember Gail Pellerin

**Communications and Conveyance**

Assemblymember Tasha Boerner, Chair  
 Assemblymember Josh Hoover, Vice Chair  
 Assemblymember Patrick Ahrens  
 Assemblymember Mia Bonta  
 Assemblymember Jessica Caloza  
 Assemblymember Leticia Castillo  
 Assemblymember Robert Garcia  
 Assemblymember Josh Lowenthal  
 Assemblymember Chris Rogers  
 Assemblymember Blanca Rubio

I have decreased the size of the committee from 11 to 10 members.

**Economic Development, Growth, and Household Impact**

Assemblymember José Solache, Chair  
 Assemblymember Leticia Castillo, Vice Chair  
 Assemblymember Darshana Patel  
 Assemblymember Cottie Petrie-Norris  
 Assemblymember Esmeralda Soria  
 Assemblymember Catherine Stefani  
 Assemblymember Greg Wallis

**Education**

Assemblymember Al Muratsuchi, Chair  
 Assemblymember Josh Hoover, Vice Chair  
 Assemblymember Dawn Addis  
 Assemblymember David Alvarez  
 Assemblymember Mia Bonta

Ms. Sue Parker  
January 17, 2025  
Page Six

### **Education (continued)**

Assemblymember Leticia Castillo  
Assemblymember Robert Garcia  
Assemblymember Josh Lowenthal  
Assemblymember Darshana Patel

I have increased the size of the committee from 7 to 9 members.

### **Elections**

Assemblymember Gail Pellerin, Chair  
Assemblymember Bill Essayli, Vice Chair  
Assemblymember Steve Bennett  
Assemblymember Marc Berman  
Assemblymember José Solache  
Assemblymember Catherine Stefani  
Assemblymember David Tangipa

I have decreased the size of the committee from 8 to 7 members.

### **Emergency Management**

Assemblymember Rhodesia Ransom, Chair  
Assemblymember Heather Hadwick, Vice Chair  
Assemblymember Joaquin Arambula  
Assemblymember Jasmeet Kaur Bains  
Assemblymember Steve Bennett  
Assemblymember Lisa Calderon  
Assemblymember Carl DeMaio

I have decreased the size of the committee from 8 to 7 members.

### **Environmental Safety and Toxic Materials**

Assemblymember Damon Connolly, Chair  
Assemblymember Heather Hadwick, Vice Chair  
Assemblymember Rebecca Bauer-Kahan  
Assemblymember Leticia Castillo  
Assemblymember Alex Lee  
Assemblymember Tina McKinnor  
Assemblymember Diane Papan

### **Governmental Organization**

Assemblymember Blanca Rubio, Chair  
Assemblymember Alexandra Macedo, Vice Chair  
Assemblymember David Alvarez  
Assemblymember Marc Berman  
Assemblymember Isaac Bryan  
Assemblymember Juan Carrillo  
Assemblymember Laurie Davies  
Assemblymember Diane Dixon

Ms. Sue Parker  
January 17, 2025  
Page Seven

### **Governmental Organization (continued)**

Assemblymember Mike Fong  
Assemblymember Jesse Gabriel  
Assemblymember Mike Gipson  
Assemblymember Tina McKinnor  
Assemblymember Stephanie Nguyen  
Assemblymember Blanca Pacheco  
Assemblymember James Ramos  
Assemblymember Michelle Rodriguez  
Assemblymember Kate Sanchez  
Assemblymember José Solache  
Assemblymember Esmeralda Soria  
Assemblymember Tri Ta  
Assemblymember Avelino Valencia  
Assemblymember Greg Wallis

### **Health**

Assemblymember Mia Bonta, Chair  
Assemblymember Joe Patterson, Vice Chair  
Assemblymember Dawn Addis  
Assemblymember Cecilia Aguiar-Curry  
Assemblymember Joaquin Arambula  
Assemblymember Juan Carrillo  
Assemblymember Heath Flora  
Assemblymember Mark González  
Assemblymember Maggy Krell  
Assemblymember Darshana Patel  
Assemblymember Celeste Rodriguez  
Assemblymember Kate Sanchez  
Assemblymember Pilar Schiavo  
Assemblymember LaShae Sharp-Collins  
Assemblymember Catherine Stefani  
Assemblymember David Tangipa

### **Higher Education**

Assemblymember Mike Fong, Chair  
Assemblymember Carl DeMaio, Vice Chair  
Assemblymember Tasha Boerner  
Assemblymember Bill Essayli  
Assemblymember Jeff Gonzalez  
Assemblymember Corey Jackson  
Assemblymember Maggy Krell  
Assemblymember Al Muratsuchi  
Assemblymember Darshana Patel  
Assemblymember Celeste Rodriguez  
Assemblymember LaShae Sharp-Collins

Ms. Sue Parker  
January 17, 2025  
Page Eight

### **Housing and Community Development**

Assemblymember Matt Haney, Chair  
Assemblymember Joe Patterson, Vice Chair  
Assemblymember Anamarie Avila Farias  
Assemblymember Jessica Caloza  
Assemblymember James Gallagher  
Assemblymember Ash Kalra  
Assemblymember Alex Lee  
Assemblymember Sharon Quirk-Silva  
Assemblymember Esmeralda Soria  
Assemblymember Tri Ta  
Assemblymember Buffy Wicks  
Assemblymember Lori Wilson

I have increased the size of the committee from 9 to 12 members.

### **Human Services**

Assemblymember Alex Lee, Chair  
Assemblymember Leticia Castillo, Vice Chair  
Assemblymember Lisa Calderon  
Assemblymember Sade Elhawary  
Assemblymember Bill Essayli  
Assemblymember Corey Jackson  
Assemblymember Celeste Rodriguez

### **Insurance**

Assemblymember Lisa Calderon, Chair  
Assemblymember David Tangipa, Vice Chair  
Assemblymember Dawn Addis  
Assemblymember David Alvarez  
Assemblymember Anamarie Avila Farias  
Assemblymember Marc Berman  
Assemblymember Phillip Chen  
Assemblymember James Gallagher  
Assemblymember Mike Gipson  
Assemblymember John Harabedian  
Assemblymember Stephanie Nguyen  
Assemblymember Liz Ortega  
Assemblymember Cottie Petrie-Norris  
Assemblymember Michelle Rodriguez  
Assemblymember Avelino Valencia  
Assemblymember Greg Wallis

I have increased the size of the committee from 15 to 16 members.

Ms. Sue Parker  
 January 17, 2025  
 Page Nine

### **Judiciary**

Assemblymember Ash Kalra, Chair  
 Assemblymember Diane Dixon, Vice Chair  
 Assemblymember Rebecca Bauer-Kahan  
 Assemblymember Isaac Bryan  
 Assemblymember Damon Connolly  
 Assemblymember Bill Essayli  
 Assemblymember John Harabedian  
 Assemblymember Blanca Pacheco  
 Assemblymember Diane Papan  
 Assemblymember Kate Sanchez  
 Assemblymember Catherine Stefani  
 Assemblymember Rick Chavez Zbur

### **Labor and Employment**

Assemblymember Liz Ortega, Chair  
 Assemblymember Heath Flora, Vice Chair  
 Assemblymember Phillip Chen  
 Assemblymember Sade Elhawary  
 Assemblymember Ash Kalra  
 Assemblymember Alex Lee  
 Assemblymember Christopher Ward

### **Local Government**

Assemblymember Juan Carrillo, Chair  
 Assemblymember Tri Ta, Vice Chair  
 Assemblymember Josh Hoover  
 Assemblymember Blanca Pacheco  
 Assemblymember James Ramos  
 Assemblymember Blanca Rubio  
 Assemblymember Catherine Stefani  
 Assemblymember Christopher Ward  
 Assemblymember Lori Wilson

### **Military and Veterans Affairs**

Assemblymember Pilar Schiavo, Chair  
 Assemblymember Laurie Davies, Vice Chair  
 Assemblymember Anamarie Avila Farias  
 Assemblymember Juan Carrillo  
 Assemblymember Jeff Gonzalez  
 Assemblymember Michelle Rodriguez  
 Assemblymember Avelino Valencia

I have decreased the size of the committee from 10 to 7 members.

Ms. Sue Parker  
January 17, 2025  
Page 10

### **Natural Resources**

Assemblymember Isaac Bryan, Chair  
Assemblymember Alexandra Macedo, Vice Chair  
Assemblymember Juan Alanis  
Assemblymember Damon Connolly  
Assemblymember Heath Flora  
Assemblymember Robert Garcia  
Assemblymember Matt Haney  
Assemblymember Josh Hoover  
Assemblymember Ash Kalra  
Assemblymember Al Muratsuchi  
Assemblymember Gail Pellerin  
Assemblymember Rhodesia Ransom  
Assemblymember Nick Schultz  
Assemblymember Buffy Wicks  
Assemblymember Rick Chavez Zbur

I have increased the size of the committee from 12 to 15 members.

### **Privacy and Consumer Protection**

Assemblymember Rebecca Bauer-Kahan, Chair  
Assemblymember Diane Dixon, Vice Chair  
Assemblymember Isaac Bryan  
Assemblymember Carl DeMaio  
Assemblymember Jacqui Irwin  
Assemblymember Josh Lowenthal  
Assemblymember Alexandra Macedo  
Assemblymember Tina McKinnor  
Assemblymember Liz Ortega  
Assemblymember Joe Patterson  
Assemblymember Gail Pellerin  
Assemblymember Cottie Petrie-Norris  
Assemblymember Christopher Ward  
Assemblymember Buffy Wicks  
Assemblymember Lori Wilson

I have increased the size of the committee from 11 to 15 members.

### **Public Employment and Retirement**

Assemblymember Tina McKinnor, Chair  
Assemblymember Tom Lackey, Vice Chair  
Assemblymember Juan Alanis  
Assemblymember Tasha Boerner  
Assemblymember Sade Elhawary  
Assemblymember Robert Garcia  
Assemblymember Stephanie Nguyen



Ms. Sue Parker  
 January 17, 2025  
 Page 11

### **Public Safety**

Assemblymember Nick Schultz, Chair  
 Assemblymember Juan Alanis, Vice Chair  
 Assemblymember Mark González  
 Assemblymember Matt Haney  
 Assemblymember John Harabedian  
 Assemblymember Tom Lackey  
 Assemblymember Stephanie Nguyen  
 Assemblymember James Ramos  
 Assemblymember LaShae Sharp-Collins

I have increased the size of the committee from 8 to 9 members.

### **Revenue and Taxation**

Assemblymember Mike Gipson, Chair  
 Assemblymember Tri Ta, Vice Chair  
 Assemblymember Jasmeet Kaur Bains  
 Assemblymember Carl DeMaio  
 Assemblymember Robert Garcia  
 Assemblymember Tina McKinnor  
 Assemblymember Sharon Quirk-Silva

### **Rules**

Assemblymember Blanca Pacheco, Chair  
 Assemblymember Tom Lackey, Vice Chair  
 Assemblymember Patrick Ahrens  
 Assemblymember Heath Flora  
 Assemblymember Mark González  
 Assemblymember Jacqui Irwin  
 Assemblymember Maggy Krell  
 Assemblymember Darshana Patel  
 Assemblymember Michelle Rodriguez  
 Assemblymember Kate Sanchez  
 Assemblymember Rick Chavez Zbur  
 Assemblymember Joaquin Arambula, Democratic Alternate  
 Assemblymember Tri Ta, Republican Alternate

### **Transportation**

Assemblymember Lori Wilson, Chair  
 Assemblymember Laurie Davies, Vice Chair  
 Assemblymember Cecilia Aguiar-Curry  
 Assemblymember Patrick Ahrens  
 Assemblymember Juan Carrillo  
 Assemblymember John Harabedian  
 Assemblymember Gregg Hart  
 Assemblymember Josh Hoover  
 Assemblymember Corey Jackson

Ms. Sue Parker  
 January 17, 2025  
 Page 12

### **Transportation (continued)**

Assemblymember Tom Lackey  
 Assemblymember Josh Lowenthal  
 Assemblymember Alexandra Macedo  
 Assemblymember Diane Papan  
 Assemblymember Rhodesia Ransom  
 Assemblymember Chris Rogers  
 Assemblymember Christopher Ward

I have increased the size of the committee from 15 to 16 members.

### **Utilities and Energy**

Assemblymember Cottie Petrie-Norris, Chair  
 Assemblymember Joe Patterson, Vice Chair  
 Assemblymember Tasha Boerner  
 Assemblymember Lisa Calderon  
 Assemblymember Phillip Chen  
 Assemblymember Mark González  
 Assemblymember John Harabedian  
 Assemblymember Gregg Hart  
 Assemblymember Jacqui Irwin  
 Assemblymember Ash Kalra  
 Assemblymember Diane Papan  
 Assemblymember Chris Rogers  
 Assemblymember Pilar Schiavo  
 Assemblymember Nick Schultz  
 Assemblymember Tri Ta  
 Assemblymember David Tangipa  
 Assemblymember Greg Wallis  
 Assemblymember Rick Chavez Zbur

I have increased the size of the committee from 16 to 18 members.

### **Water, Parks, and Wildlife**

Assemblymember Diane Papan, Chair  
 Assemblymember Jeff Gonzalez, Vice Chair  
 Assemblymember Juan Alanis  
 Assemblymember David Alvarez  
 Assemblymember Anamarie Avila Farias  
 Assemblymember Jasmeet Kaur Bains  
 Assemblymember Steve Bennett  
 Assemblymember Tasha Boerner  
 Assemblymember Jessica Caloza  
 Assemblymember Laurie Davies  
 Assemblymember Gregg Hart

Ms. Sue Parker  
 January 17, 2025  
 Page 13

**Water, Parks, and Wildlife (continued)**

Assemblymember Celeste Rodriguez  
 Assemblymember Chris Rogers

I have decreased the size of the committee from 15 to 13 members.

**Legislative Ethics**

Assemblymember Catherine Stefani, Co-Chair  
 Assemblymember Phillip Chen, Co-Chair  
 Assemblymember Marc Berman  
 Assemblymember Bill Essayli  
 Assemblymember James Gallagher  
 1 Democratic vacancy

**Joint Legislative Audit Committee**

Assemblymember John Harabedian, Chair  
 Assemblymember Carl DeMaio  
 Assemblymember Gregg Hart  
 Assemblymember Josh Hoover  
 Assemblymember Sharon Quirk-Silva  
 Assemblymember Rhodesia Ransom  
 1 Democratic vacancy

**Joint Legislative Budget**

Assemblymember Jesse Gabriel, Vice Chair  
 Assemblymember Dawn Addis  
 Assemblymember David Alvarez  
 Assemblymember Steve Bennett  
 Assemblymember Heath Flora  
 Assemblymember Corey Jackson  
 Assemblymember Joe Patterson  
 Assemblymember Sharon Quirk-Silva

**Joint Legislative Committee on Climate Change Policies**

Assemblymember Jacqui Irwin, Chair  
 Assemblymember Rebecca Bauer-Kahan  
 Assemblymember Isaac Bryan  
 Assemblymember Heath Flora  
 Assemblymember Cottie Petrie-Norris

Sincerely,



**ROBERT RIVAS**  
 Speaker of the Assembly

## ATTACHMENT B

**FOR IMMEDIATE RELEASE**

January 3, 2024

CONTACT: [Niesha.Fritz@sen.ca.gov](mailto:Niesha.Fritz@sen.ca.gov) (for Capitol)  
[Nora.Mounce@sen.ca.gov](mailto:Nora.Mounce@sen.ca.gov) (for District)

## **Senate Leader McGuire Announces Leadership Team, Committee Membership for 2025-26 Legislative Session, First Extraordinary Session**

**SACRAMENTO** – Senate President pro Tempore Mike McGuire (D-North Coast) today announced the Senate’s committee membership assignments for the 2025-26 Senate Democratic Leadership Team, Legislative Session, and First Extraordinary Session.

### **Senate Democratic Leadership**

- **Senator Lena A. Gonzalez (D-Long Beach), Majority Leader**
- Senator Angelique V. Ashby (D-Sacramento), Assistant Majority Leader
- Senator Aisha Wahab (D-Hayward), Assistant Majority Leader
- Senator Monique Limón (D-Santa Barbara), Democratic Caucus Chair
- Senator Dave Cortese (D-San Jose), Majority Whip
- Senator María Elena Durazo (D-Los Angeles), Assistant Majority Whip
- Senator Tim Grayson (D-Concord), Assistant Majority Whip
- Senator Steve Padilla (D-San Diego), Assistant Majority Whip
- Senator Laura Richardson (D-San Pedro), Assistant Majority Whip

### **Standing Committees**

#### *Agriculture*

- **Senator Melissa Hurtado (D-Bakersfield), Chair**
- Senator Marie Alvarado-Gil (R-Jackson), *Vice-Chair*
- Senator Dave Cortese (D-San Jose)
- Senator Jerry McNerney (D-Pleasanton)
- Senator Steve Padilla (D-San Diego)

### *Appropriations*

- **Senator Anna M. Caballero (D-Merced), Chair**
- Senator Kelly Seyarto (R-Murrieta), *Vice-Chair*
- Senator Christopher Cabaldon (D-Yolo)
- Senator Megan Dahle (R-Bieber)
- Senator Tim Grayson (D-Concord)
- Senator Laura Richardson (D-San Pedro)
- Senator Aisha Wahab (D-Hayward)

### *Banking and Financial Institutions*

- **Senator Tim Grayson (D-Concord), Chair**
- Senator Roger W. Niello (R-Fair Oaks), *Vice-Chair*
- Senator Sabrina Cervantes (D-Riverside)
- Senator Melissa Hurtado (D-Bakersfield)
- Senator Monique Limón (D-Santa Barbara)
- Senator Laura Richardson (D-San Pedro)

### *Budget and Fiscal Review*

- **Senator Scott D. Wiener (D-San Francisco), Chair**
- Senator Roger W. Niello (R-Fair Oaks), *Vice-Chair*
- Senator Benjamin Allen (D-Santa Monica)
- Senator Catherine Blakespear (D-Encinitas)
- Senator Christopher Cabaldon (D-Yolo)
- Senator Steven Choi (R-Irvine)
- Senator María Elena Durazo (D-Los Angeles)
- Senator Shannon Grove (R-Bakersfield)
- Senator John Laird (D-Santa Cruz)
- Senator Jerry McNerney (D-Pleasanton)
- Senator Caroline Menjivar (D-San Fernando Valley)
- Senator Rosilicie Ochoa Bogh (R-Yucaipa)
- Senator Sasha Renée Pérez (D-Alhambra)
- Senator Laura Richardson (D-San Pedro)
- Senator Kelly Seyarto (R-Murrieta)
- Senator Lola Smallwood-Cuevas (D-Los Angeles)
- Senator Aisha Wahab (D-Hayward)
- Senator Akilah Weber Pierson (D-San Diego)

### *Business, Professions and Economic Development*

- **Senator Angelique V. Ashby (D-Sacramento), Chair**
- Senator Steven Choi (R-Irvine), *Vice-Chair*

- Senator Bob Archuleta (D-Pico Rivera)
- Senator Jesse Arreguín (D-Berkeley)
- Senator Tim Grayson (D-Concord)
- Senator Caroline Menjivar (D-San Fernando Valley)
- Senator Roger W. Niello (R-Fair Oaks)
- Senator Lola Smallwood-Cuevas (D-Los Angeles)
- Senator Thomas J. Umberg (D-Santa Ana)
- Senator Suzette Martinez Valladares (R-Lancaster)
- Senator Akilah Weber Pierson (D-San Diego)

### *Education*

- **Senator Sasha Renée Pérez (D-Alhambra), Chair**
- Senator Rosilicie Ochoa Bogh (R-Yucaipa), *Vice-Chair*
- Senator Christopher Cabaldon (D-Yolo)
- Senator Steven Choi (R-Irvine)
- Senator Dave Cortese (D-San Jose)
- Senator Lena A. Gonzalez (D-Long Beach)
- Senator Eloise Gómez Reyes (D-San Bernardino)

### *Elections and Constitutional Amendments*

- **Senator Sabrina Cervantes (D-Riverside), Chair**
- Senator Steven Choi (R-Irvine), *Vice-Chair*
- Senator Benjamin Allen (D-Santa Monica)
- Senator Monique Limón (D-Santa Barbara)
- Senator Thomas J. Umberg (D-Santa Ana)

### *Energy, Utilities and Communications*

- **Senator Josh Becker (D-Menlo Park), Chair**
- Senator Rosilicie Ochoa Bogh (R-Yucaipa), *Vice-Chair*
- Senator Benjamin Allen (D-Santa Monica)
- Senator Bob Archuleta (D-Pico Rivera)
- Senator Jesse Arreguín (D-Berkeley)
- Senator Angelique V. Ashby (D-Sacramento)
- Senator Anna M. Caballero (D-Merced)
- Senator Megan Dahle (R-Bieber)
- Senator Lena A. Gonzalez (D-Long Beach)
- Senator Shannon Grove (R-Bakersfield)
- Senator Melissa Hurtado (D-Bakersfield)
- Senator Monique Limón (D-Santa Barbara)
- Senator Jerry McNerney (D-Pleasanton)

- Senator Susan Rubio (D-Baldwin Park)
- Senator Henry I. Stern (D-Los Angeles)
- Senator Aisha Wahab (D-Hayward)

### *Environmental Quality*

- **Senator Catherine Blakespear (D-Encinitas), Chair**
- Senator Megan Dahle (R-Bieber)
- Senator Lena A. Gonzalez (D-Long Beach)
- Senator Melissa Hurtado (D-Bakersfield)
- Senator Caroline Menjivar (D-San Fernando Valley)
- Senator Sasha Renée Pérez (D-Alhambra)
- Senator Eloise Gómez Reyes (D-San Bernardino)
- *Vice-Chair, Vacancy*

### *Governmental Organization*

- **Senator Steve Padilla (D-San Diego), Chair**
- Senator Suzette Martinez Valladares (R-Lancaster), *Vice-Chair*
- Senator Bob Archuleta (D-Pico Rivera)
- Senator Angelique V. Ashby (D-Sacramento)
- Senator Catherine Blakespear (D-Encinitas)
- Senator Sabrina Cervantes (D-Riverside)
- Senator Megan Dahle (R-Bieber)
- Senator Melissa Hurtado (D-Bakersfield)
- Senator Brian W. Jones (R-San Diego)
- Senator Rosilicie Ochoa Bogh (R-Yucaipa)
- Senator Laura Richardson (D-San Pedro)
- Senator Susan Rubio (D-Baldwin Park)
- Senator Lola Smallwood-Cuevas (D-Los Angeles)
- Senator Aisha Wahab (D-Hayward)
- Senator Akilah Weber Pierson (D-San Diego)

### *Health*

- **Senator Caroline Menjivar (D-San Fernando Valley), Chair**
- Senator Suzette Martinez Valladares (R-Lancaster), *Vice-Chair*
- Senator María Elena Durazo (D-Los Angeles)
- Senator Lena A. Gonzalez (D-Long Beach)
- Senator Tim Grayson (D-Concord)
- Senator Shannon Grove (R-Bakersfield)
- Senator Monique Limón (D-Santa Barbara)
- Senator Steve Padilla (D-San Diego)



- Senator Laura Richardson (D-San Pedro)
- Senator Susan Rubio (D-Baldwin Park)
- Senator Akilah Weber Pierson (D-San Diego)
- Senator Scott D. Wiener (D-San Francisco)

### *Housing*

- **Senator Aisha Wahab (D-Hayward), Chair**
- Senator Kelly Seyarto (R-Murrieta), *Vice-Chair*
- Senator Jesse Arreguín (D-Berkeley)
- Senator Christopher Cabaldon (D-Yolo)
- Senator Anna M. Caballero (D-Merced)
- Senator Dave Cortese (D-San Jose)
- Senator María Elena Durazo (D-Los Angeles)
- Senator Rosilicie Ochoa Bogh (R-Yucaipa)
- Senator Steve Padilla (D-San Diego)
- Senator Eloise Gómez Reyes (D-San Bernardino)

### *Human Services*

- **Senator Jesse Arreguín (D-Berkeley), Chair**
- Senator Rosilicie Ochoa Bogh (R-Yucaipa), *Vice-Chair*
- Senator Josh Becker (D-Menlo Park)
- Senator Monique Limón (D-Santa Barbara)
- Senator Sasha Renée Pérez (D-Alhambra)

### *Insurance*

- Senator Roger W. Niello (R-Fair Oaks), *Vice-Chair*
- Senator Josh Becker (D-Menlo Park)
- Senator Anna M. Caballero (D-Merced)
- Senator Brian W. Jones (R-San Diego)
- Senator Steve Padilla (D-San Diego)
- Senator Aisha Wahab (D-Hayward)
- *Chair, Vacancy*

### *Judiciary*

- **Senator Thomas J. Umberg (D-Santa Ana), Chair**
- Senator Roger W. Niello (R-Fair Oaks), *Vice-Chair*
- Senator Benjamin Allen (D-Santa Monica)
- Senator Angelique V. Ashby (D-Sacramento)
- Senator Anna M. Caballero (D-Merced)
- Senator María Elena Durazo (D-Los Angeles)

- Senator John Laird (D-Santa Cruz)
- Senator Eloise Gómez Reyes (D-San Bernardino)
- Senator Henry I. Stern (D-Los Angeles)
- Senator Suzette Martinez Valladares (R-Lancaster)
- Senator Aisha Wahab (D-Hayward)
- Senator Akilah Weber Pierson (D-San Diego)
- Senator Scott D. Wiener (D-San Francisco)

#### *Labor, Public Employment and Retirement*

- **Senator Lola Smallwood-Cuevas (D-Los Angeles), Chair**
- Senator Dave Cortese (D-San Jose)
- Senator María Elena Durazo (D-Los Angeles)
- Senator John Laird (D-Santa Cruz)
- *Vice-Chair, Vacancy*

#### *Local Government*

- **María Elena Durazo (D-Los Angeles), Chair**
- Senator Steven Choi (R-Irvine), *Vice-Chair*
- Senator Jesse Arreguín (D-Berkeley)
- Senator Christopher Cabaldon (D-Yolo)
- Senator John Laird (D-Santa Cruz)
- Senator Kelly Seyarto (R-Murrieta)
- Senator Scott D. Wiener (D-San Francisco)

#### *Military and Veterans Affairs*

- **Senator Bob Archuleta (D-Pico Rivera), Chair**
- Senator Shannon Grove (R-Bakersfield), *Vice-Chair*
- Senator Jerry McNerney (D-Pleasanton)
- Senator Caroline Menjivar (D-San Fernando Valley)
- Senator Thomas J. Umberg (D-Santa Ana)

#### *Natural Resources and Water*

- **Senator Monique Limón (D-Santa Barbara), Chair**
- Senator Kelly Seyarto (R-Murrieta), *Vice-Chair*
- Senator Benjamin Allen (D-Santa Monica)
- Senator Shannon Grove (R-Bakersfield)
- Senator Melissa Hurtado (D-Bakersfield)
- Senator John Laird (D-Santa Cruz)
- Senator Henry I. Stern (D-Los Angeles)

### *Public Safety*

- **Senator Jesse Arreguín (D-Berkeley), Chair**
- Senator Kelly Seyarto (R-Murrieta), *Vice-Chair*
- Senator Anna M. Caballero (D-Merced)
- Senator Lena A. Gonzalez (D-Long Beach)
- Senator Sasha Renée Pérez (D-Alhambra)
- Senator Eloise Gómez Reyes (D-San Bernardino)
- Senator Scott D. Wiener (D-San Francisco)

### *Revenue and Taxation*

- **Senator Jerry McNerney (D-Pleasanton), Chair**
- Senator Suzette Martinez Valladares (R-Lancaster), *Vice-Chair*
- Senator Angelique V. Ashby (D-Sacramento)
- Senator Tim Grayson (D-Concord)
- Senator Thomas J. Umberg (D-Santa Ana)

### *Rules*

- **Senate President pro Tempore Mike McGuire (D-North Coast), Chair**
- Senator Shannon Grove (R-Bakersfield), *Vice-Chair*
- Senator Brian W. Jones (R-San Diego)
- Senator John Laird (D-Santa Cruz)
- Senator Eloise Gómez Reyes (D-San Bernardino)

### *Transportation*

- **Senator Dave Cortese (D-San Jose), Chair**
- Senator Bob Archuleta (D-Pico Rivera)
- Senator Jesse Arreguín (D-Berkeley)
- Senator Catherine Blakespear (D-Encinitas)
- Senator Sabrina Cervantes (D-Riverside)
- Senator Megan Dahle (R-Bieber)
- Senator Lena A. Gonzalez (D-Long Beach)
- Senator Tim Grayson (D-Concord)
- Senator Monique Limón (D-Santa Barbara)
- Senator Caroline Menjivar (D-San Fernando Valley)
- Senator Laura Richardson (D-San Pedro)
- Senator Kelly Seyarto (R-Murrieta)
- Senator Thomas J. Umberg (D-Santa Ana)
- Senator Suzette Martinez Valladares (R-Lancaster)
- *Vice-Chair Vacancy*

*Legislative Ethics*

- **Senator Scott D. Wiener (D-San Francisco), Chair**
- Senator Shannon Grove (R-Bakersfield), *Vice-Chair*
- Senator Anna M. Caballero (D-Merced)
- Senator Dave Cortese (D-San Jose)
- Senator Roger W. Niello (R-Fair Oaks)
- Senator Eloise Gómez Reyes (D-San Bernardino)

**Budget Sub-Committees**

*Budget Subcommittee #1 on Education*

- **Senator John Laird (D-Santa Cruz), Chair**
- Senator Rosilicie Ochoa Bogh (R-Yucaipa)
- Senator Sasha Renée Pérez (D-Alhambra)

*Budget Subcommittee #2 on Resources, Environmental Protection and Energy*

- **Senator Benjamin Allen (D-Santa Monica), Chair**
- Senator Catherine Blakespear (D-Encinitas)
- Senator Steven Choi (R-Irvine)
- Senator Jerry McNerney (D-Pleasanton)

*Budget Subcommittee #3 on Health and Human Services*

- **Senator Akilah Weber Pierson (D-San Diego), Chair**
- Senator Shannon Grove (R-Bakersfield)
- Senator Caroline Menjivar (D-San Fernando Valley)

*Budget Subcommittee #4 on State Administration and General Government*

- **Senator Christopher Cabaldon (D-Yolo), Chair**
- Senator Roger W. Niello (R-Fair Oaks)
- Senator Lola Smallwood-Cuevas (D-Los Angeles)

*Budget Subcommittee #5 on Corrections, Public Safety, Judiciary, Labor and Transportation*

- **Senator Laura Richardson (D-San Pedro), Chair**
- Senator María Elena Durazo (D-Los Angeles)
- Senator Kelly Seyarto (R-Murrieta)
- Senator Aisha Wahab (D-Hayward)

## First Extraordinary Session

### *Special Session Budget and Fiscal Review Committee*

- **Senator Scott D. Wiener (D-San Francisco), Chair**
- Senator Roger W. Niello (R-Fair Oaks), *Vice-Chair*
- Senator Benjamin Allen (D-Santa Monica)
- Senator Christopher Cabaldon (D-Yolo)
- Senator Lena A. Gonzalez (D-Long Beach)
- Senator John Laird (D-Santa Cruz)
- Senator Rosilicie Ochoa Bogh (R-Yucaipa)
- Senator Laura Richardson (D-San Pedro)
- Senator Aisha Wahab (D-Hayward)
- Senator Akilah Weber Pierson (D-San Diego)

## Joint Committees

### *Joint Committee on the Arts*

- **Senator Benjamin Allen (D-Santa Monica), Chair**
- Senator Shannon Grove (R-Bakersfield)
- Senator Sasha Renée Pérez (D-Alhambra)
- Senator Susan Rubio (D-Baldwin Park)
- Senator Lola Smallwood-Cuevas (D-Los Angeles)
- *1 Vacancy*

### *Joint Committee on Fairs Allocation and Classification*

- Senator Angelique V. Ashby (D-Sacramento), Vice Chair
- Senator Christopher Cabaldon (D-Yolo)
- Senator Anna M. Caballero (D-Merced)
- Senator Megan Dahle (R-Bieber)
- Senator Jerry McNerney (D-Pleasanton)
- Senator Roger W. Niello (R-Fair Oaks)
- Senator Steve Padilla (D-San Diego)

### *Joint Committee on Fisheries and Aquaculture*

- **Senate President pro Tempore Mike McGuire (D-North Coast), Chair**
- Senator Dave Cortese (D-San Jose)
- Senator Brian W. Jones (R-San Diego)
- Senator Akilah Weber Pierson (D-San Diego)

*Joint Committee on Rules*

- **Senator John Laird (D-Santa Cruz), Vice Chair**
- Senator Angelique V. Ashby (D-Sacramento)
- Senator Christopher Cabaldon (D-Yolo)
- Senator Anna M. Caballero (D-Merced)
- Senator Dave Cortese (D-San Jose)
- Senator Lena A. Gonzalez (D-Long Beach)
- Senator Tim Grayson (D-Concord)
- Senator Shannon Grove (R-Bakersfield)
- Senator Brian W. Jones (R-San Diego)
- Senator Monique Limón (D-Santa Barbara)
- Senator Mike McGuire (D-North Coast)
- Senator Lola Smallwood-Cuevas (D-Los Angeles)
- Senator Suzette Martinez Valladares (R-Lancaster)
- Senator Scott D. Wiener (D-San Francisco)

*Joint Legislative Audit Committee*

- **Senator John Laird (D-Santa Cruz), Vice Chair**
- Senator Angelique V. Ashby (D-Sacramento)
- Senator Josh Becker (D-Menlo Park)
- Senator Sabrina Cervantes (D-Riverside)
- Senator Dave Cortese (D-San Jose)
- Senator Megan Dahle (R-Bieber)
- Senator Suzette Martinez Valladares (R-Lancaster)

*Joint Legislative Committee on Climate Change Policies*

- **Senator Henry I. Stern (D-Los Angeles), Vice Chair**
- Senator Catherine Blakespear (D-Encinitas)
- Senator Melissa Hurtado (D-Bakersfield)
- Senator Monique Limón (D-Santa Barbara)
- Senator Akilah Weber Pierson (D-San Diego)

*Joint Legislative Committee on Emergency Management*

- **Senator Henry I. Stern (D-Los Angeles), Chair**
- Senator Bob Archuleta (D-Pico Rivera)
- Senator Sabrina Cervantes (D-Riverside)
- Senator Megan Dahle (R-Bieber)
- Senator Monique Limón (D-Santa Barbara)
- 2 Vacancies

*Joint Legislative Budget Committee*

- **Senator Scott D. Wiener (D-San Francisco), Chair**
- Senator Benjamin Allen (D-Santa Monica)
- Senator Christopher Cabaldon (D-Yolo)
- Senator John Laird (D-Santa Cruz)
- Senator Roger W. Niello (R-Fair Oaks)
- Senator Rosilicie Ochoa Bogh (R-Yucaipa)
- Senator Laura Richardson (D-San Pedro)
- Senator Akilah Weber Pierson (D-San Diego)

###

*Mike McGuire is President pro Tempore of the California Senate. He represents the North Coast of California, which stretches from the Golden Gate Bridge to the Oregon border, including Del Norte, Trinity, Humboldt, Lake, Mendocino, Sonoma, and Marin Counties. Website of Senate Leader McGuire: <https://sd02.senate.ca.gov/>*



# ATTACHMENT C

SBCTA / SBCOG Bill Report  
Thursday, January 30, 2025

Thursday, 01/30/2025  
Sorted by: Measure

**AB 3**      **(Dixon, R) Alcohol and drug treatment facilities: local regulation.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 12/03/2024 - From printer. May be heard in committee January 2.



**Location:** 12/02/2024 - Assembly PRINT

**Summary:** Current law requires an alcoholism or drug abuse recovery or treatment facility that serves 6 or fewer persons to be considered a residential use of property for the purposes of local regulation, regardless of whether or not unrelated persons are living together. This bill would exempt an alcoholism or drug abuse recovery or treatment facility licensed on or after January 1, 2026, from being considered a residential use of property for the purposes of local regulation if the facility is located within 300 feet of another recovery or treatment facility, both facilities share the same owner or director or share programs or amenities, and the total number of residents in both facilities is greater than 6. (Based on 12/02/2024 text)

**AB 6**      **(Ward, D) Residential developments: building standards: review.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 12/03/2024 - From printer. May be heard in committee January 2.



**Location:** 12/02/2024 - Assembly PRINT

**Summary:** The California Building Standards Law establishes the California Building Standards Commission within the Department of General Services and sets forth its powers and duties, including approval and adoption of building standards and codification of those standards into the California Building Standards Code (code). Current law requires the commission to publish, or cause to be published, editions of the code in its entirety once every 3 years. Current law requires the building standards and rules and regulations to impose substantially the same requirements as are contained in the most recent editions of specified international or uniform industry codes, including the International Residential Code of the International Code Council. Current law establishes the Department of Housing and Community Development (department) in the Business, Consumer Services, and Housing Agency and requires the department to submit an annual report to the Governor and both houses of the Legislature on the operations and accomplishments during the previous fiscal year of the housing programs administered by the department. This bill would require the department to convene a working group no later than December 31, 2026, to research and consider identifying and recommending amendments to state building standards allowing residential developments to be built, as specified. The bill would require the department, no later than December 31, 2027, to provide a one-time report of its findings to the Legislature in the annual report described above. (Based on 12/02/2024 text)

**AB 11**      **(Lee, D) The Social Housing Act.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 12/03/2024 - From printer. May be heard in committee January 2.



**Location:** 12/02/2024 - Assembly PRINT

**Summary:** Current law creates a housing authority in each county or city, which functions upon the adoption of a specified resolution by the relevant governing body. Current law authorizes these housing authorities, within their jurisdictions, to construct, reconstruct, improve, alter, or repair all or part of any housing project. Current law establishes various programs that provide housing assistance. This bill would enact the Social Housing Act and would create the California Housing Authority as an independent state body, the mission of which would be to ensure that social housing developments that are produced and acquired align with the goals of eliminating the gap between housing production and regional housing needs assessment targets and preserving affordable housing. The bill would prescribe a definition of social housing that would describe, in addition to housing owned by the authority, housing owned by other entities, as specified, provided that all social housing developed or authorized by the authority would be owned by the authority. (Based on 12/02/2024 text)

Attachment: Bill Report 2-25 (11357 : State Legislative Update)

**AB 12**      **(Wallis, R)** Low-carbon fuel standard: regulations.

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 12/03/2024 - From printer. May be heard in committee January 2.



**Location:** 12/02/2024 - Assembly PRINT

**Summary:** The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low-Carbon Fuel Standard regulations. This bill would void specified amendments to the Low-Carbon Fuel Standard regulations adopted by the state board on November 8, 2024. (Based on 12/02/2024 text)

**AB 20**      **(DeMaio, R)** Homelessness: Housing First.

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 12/03/2024 - From printer. May be heard in committee January 2.



**Location:** 12/02/2024 - Assembly PRINT

**Summary:** Would state the intent of the Legislature to enact legislation to reduce homelessness by ending the Housing First model, as specified. (Based on 12/02/2024 text)

**AB 21**      **(DeMaio, R)** Taxpayer Protection Act of 2025.

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 12/03/2024 - From printer. May be heard in committee January 2.



**Location:** 12/02/2024 - Assembly PRINT

**Summary:** Would declare the intent of the Legislature to enact a constitutional amendment to limit the ability of state and local governments to raise taxes, restore a 2/3 vote requirement on local special tax increases, impose voter approval requirements on specific categories of new taxes, and regulate the titles on state and local ballot measures relating to tax increases. (Based on 12/02/2024 text)

**AB 23**      **(DeMaio, R)** The Cost of Living Reduction Act of 2025.

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 12/03/2024 - From printer. May be heard in committee January 2.



**Location:** 12/02/2024 - Assembly PRINT

**Summary:** Current law establishes the Milton Marks "Little Hoover" Commission on California State Government Organization and Economy (Little Hoover Commission) to promote economy, efficiency, and improved service in the transaction of the public business in the various departments, agencies, and instrumentalities of the executive branch of state government. This bill, the Cost of Living Reduction Act of 2025, would declare the intent of the Legislature to enact subsequent legislation to reduce the cost of living in California by undertaking specified activities, including, among other things, by suspending all state taxes and fees on gasoline and electric and gas utilities and by requiring the Little Hoover Commission to provide a report on methods to reduce the cost of living in other areas, as provided. (Based on 12/02/2024 text)

**AB 26**      **(DeMaio, R)** Eliminate the Politicians' Perks Act of 2025.

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 12/03/2024 - From printer. May be heard in committee January 2.



**Location:** 12/02/2024 - Assembly PRINT

**Summary:** Would state the intent of the Legislature to enact legislation that holds elected officials accountable by prohibiting Members of the Legislature from accepting gifts or trading in individual stock,

Attachment: Bill Report 2-25 (11357 : State Legislative Update)

imposing a lifetime lobbying ban, eliminating exemptions for the Legislature from labor, workplace, and public record laws, and eliminating government pensions for local elected officials. (Based on 12/02/2024 text)

**AB 33 (Aguilar-Curry, D) Autonomous vehicles.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 12/03/2024 - From printer. May be heard in committee January 2.



**Location:** 12/02/2024 - Assembly PRINT

**Summary:** Current law authorizes the operation of an autonomous vehicle on public roads for testing purposes by a driver who possesses the proper class of license for the type of vehicle operated if specified requirements are satisfied. Current law prohibits the operation of an autonomous vehicle on public roads until the manufacturer submits an application to the Department of Motor Vehicles, as specified, and that application is approved. This bill would make technical, nonsubstantive changes to these provisions. (Based on 12/02/2024 text)

**AB 34 (Patterson, R) Air pollution: regulations: consumer costs: review.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 12/03/2024 - From printer. May be heard in committee January 2.



**Location:** 12/02/2024 - Assembly PRINT

**Summary:** Current law requires the State Air Resources Board to adopt rules and regulations relating to vehicular emissions standards, as specified, that will achieve the ambient air quality standards required by federal law in conjunction with other measures adopted by the state board, air pollution control and air quality management districts, and the United States Environmental Protection Agency. Current law requires the state board to adopt and enforce rules and regulations that anticipate the development of new technologies or the improvement of existing technologies if necessary to carry out its duty. This bill would prohibit the state board from adopting any standard, regulation, or rule under this authority until the Legislative Analyst has analyzed the cost to the consumer of the proposed standard, regulation, or rule and submitted its analysis to the Legislature. (Based on 12/02/2024 text)

**AB 35 (Alvarez, D) California Environmental Quality Act: clean hydrogen transportation projects.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 12/03/2024 - From printer. May be heard in committee January 2.



**Location:** 12/02/2024 - Assembly PRINT

**Summary:** The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would provide for limited CEQA review of an application for a discretionary permit or authorization for a clean hydrogen transportation project, as defined, by requiring the application to be reviewed through a clean hydrogen environmental assessment, unless otherwise requested by the applicant, as prescribed. The bill would, except as provided, require the lead agency to determine whether to approve the clean hydrogen environmental assessment and issue a discretionary permit or authorization for the project no later than 270 days after the application for the project is deemed complete. (Based on 12/02/2024 text)

**AB 36 (Soria, D) Housing elements: prohousing designation.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 12/03/2024 - From printer. May be heard in committee January 2.



**Location:** 12/02/2024 - Assembly PRINT

Attachment: Bill Report 2-25 (11357 : State Legislative Update)

**Summary:** The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. The law requires the Department of Housing and Community Development (HCD) to determine whether the housing element is in substantial compliance with specified provisions of that law. Current law requires HCD to designate jurisdictions as prohousing pursuant to emergency regulations adopted by HCD, as prescribed, and to report those designations to the Office of Land Use and Climate Innovation. Current law specifies that these emergency regulations will remain in effect until HCD promulgates permanent prohousing regulations. This bill would instead require HCD to designate jurisdictions as prohousing pursuant to permanent regulations adopted by HCD to implement these provisions, as specified. Beginning with the 7th housing element cycle, the bill would require HCD to use materials from a jurisdiction’s housing element submission when determining whether the jurisdiction qualifies as prohousing. (Based on 12/02/2024 text)

**AB 37 (Elhawary, D) Workforce development: mental health service providers: homelessness.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 12/03/2024 - From printer. May be heard in committee January 2.



**Location:** 12/02/2024 - Assembly PRINT

**Summary:** Would state the intent of the Legislature to enact legislation relating to expanding the workforce of those who provide mental health services to “homeless persons” or “homeless people,” as specified. (Based on 12/02/2024 text)

**AB 39 (Zbur, D) General plans: Local Electrification Planning Act.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 12/03/2024 - From printer. May be heard in committee January 2.



**Location:** 12/02/2024 - Assembly PRINT

**Summary:** The Planning and Zoning Law requires a city or county to adopt a comprehensive general plan for the city’s or county’s physical development that includes various elements, including, among others, a land use element that designates the proposed general distribution and general location and extent of the uses of the land in specified categories, and a circulation element that identifies the location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities, as specified. This bill, the Local Electrification Planning Act, would require a city, county, or city and county, on or after January 1, 2027, but no later than January 1, 2030, to prepare and adopt a specified plan, or integrate a plan in the next adoption or revision of the general plan, that includes locally based goals, objectives, policies, and feasible implementation measures that include, among other things, the identification of opportunities to expand electric vehicle charging, as specified, and includes policies and implementation measures that address the needs of disadvantaged communities, low-income households, and small businesses for equitable and prioritized investments in zero-emission technologies that directly benefit these groups. For these purposes, the bill would authorize a city, county, or city and county to incorporate by reference into the general plan a previously adopted similar plan that meets the above-described requirements, as specified. By increasing the duties of local public officials, the bill would establish a state-mandated local program. (Based on 12/02/2024 text)

**AB 41 (Macedo, R) State Air Resources Board: regulations: impact estimates: retail gasoline prices: public disclosure.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 12/03/2024 - From printer. May be heard in committee January 2.



**Location:** 12/02/2024 - Assembly PRINT

**Summary:** Would require the State Air Resources Board, in consultation with the State Energy Resources Conservation and Development Commission, before adopting or amending a regulation that imposes costs on gasoline refiners, distributors, or retailers, to make available to the public, including on its internet website, an estimate of the impact on retail gasoline prices due to the proposed new regulation or the existing regulation and the proposed amendments to that regulation. The bill would require the estimate to include a maximum estimated impact on retail gasoline prices that assumes the maximum possible cost imposed, as specified, and that all costs are passed on to consumers. (Based on 12/02/2024 text)

Attachment: Bill Report 2-25 (11357 : State Legislative Update)

**AB 69** (Calderon, D) FAIR Plan policy renewals.

**Current Text:** 12/10/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 01/06/2025 - Read first time.



**Location:** 12/10/2024 - Assembly PRINT

**Summary:** The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate to administer a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Current law requires the association to implement programs to help reduce the number of existing FAIR Plan policies. This bill would require a broker of record to determine if a FAIR Plan policy can be moved to a voluntary market insurance company before the policy is renewed. (Based on 12/10/2024 text)

**AB 76** (Alvarez, D) Surplus land: exempt surplus land: sectional planning area.

**Current Text:** 12/16/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 01/06/2025 - Read first time.



**Location:** 12/16/2024 - Assembly PRINT

**Summary:** Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines terms for these purposes. Current law defines “exempt surplus land” to mean, among other things, land that is subject to a sectional planning area, as described, and meets specified requirements, including that at least 25% of the units are dedicated to lower income households, as specified, and that is developed at an average density of at least 10 units per acre calculated with respect to the entire sectional planning area. This bill would change those requirements so that at least 25% of units that are not designated for students, faculty, or staff of an academic institution must be dedicated to lower income households, as specified, and that the land must be developed at an average density of at least 10 units per acre, calculated with respect to the entire sectional planning area and inclusive of housing designated for students, faculty, and staff of an academic institution. (Based on 12/16/2024 text)

**AB 226** (Calderon, D) California FAIR Plan Association.

**Current Text:** 01/09/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 01/10/2025 - From printer. May be heard in committee February 9.



**Location:** 01/09/2025 - Assembly PRINT

**Summary:** The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate in administering a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Current law requires the association’s plan of operation and any amendment to the plan to be approved by the Insurance Commissioner. Current law establishes the California Infrastructure and Economic Development Bank and authorizes it to issue bonds to provide funds for the payment of costs of a project for a participating party or upon request by a state entity. This bill would authorize the association, if granted prior approval from the commissioner, to request the California Infrastructure and Economic Development Bank to issue bonds, and would authorize the bank to issue those bonds to finance the costs of claims, to increase liquidity and claims-paying capacity of the association, and to refund bonds previously issued for that purpose. The bill would specify that the association is a participating party and that financing all or any portion of the costs of claims or to increase liquidity and the claims-paying capacity of the association is a project for bond purposes. The bill would authorize the bank to loan the proceeds of issued bonds to the association, and would authorize the association to enter into a loan agreement with the bank and to enter into a line of credit agreement with an institutional lender or broker-dealer. (Based on 01/09/2025 text)

**AB 234** (Calderon, D) California FAIR Plan Association governing committee.

**Current Text:** 01/13/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 01/14/2025 - From printer. May be heard in committee February 13.



**Location:** 01/13/2025 - Assembly PRINT



**Summary:** The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate to administer a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Current law establishes a governing committee for the association and prescribes its membership. This bill would require the Speaker of the Assembly and the Chairperson of the Senate Committee on Rules to serve as nonvoting, ex officio members of the governing committee, and would authorize each to name a designee to serve in their place. (Based on 01/13/2025 text)

**AB 238**    **(Harabedian, D)** Mortgage forbearance: state of emergency: wildfire.

**Current Text:** 01/13/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 01/14/2025 - From printer. May be heard in committee February 13.



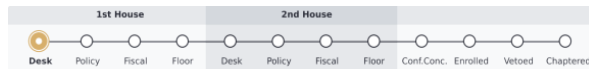
**Location:** 01/13/2025 - Assembly PRINT

**Summary:** Current law requires a mortgage servicer to comply with applicable federal guidance regarding borrower options following a forbearance relating to the COVID-19 emergency. This bill would authorize a borrower who is experiencing financial hardship due to the wildfire disaster described in the proclamation of a state of emergency issued by Governor Gavin Newsom on January 7, 2025, to request forbearance on their mortgage loan. The bill would require the borrower to affirm that they are experiencing a financial hardship during the wildfire disaster. Because the bill would expand the crime of perjury, the bill would impose a state-mandated local program. (Based on 01/13/2025 text)

**AB 266**    **(Davies, R)** Freeway Service Patrol Act: sponsorship agreement.

**Current Text:** 01/17/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 01/18/2025 - From printer. May be heard in committee February 17.



**Location:** 01/17/2025 - Assembly PRINT

**Summary:** The Freeway Service Patrol Act requires each tow truck participating in a freeway service patrol to bear a specified logo that identifies the Department of the California Highway Patrol and the Department of Transportation, and, at the option of the entity, the participating regional or local entity. This bill would authorize a participating regional or local entity to generate additional revenue for its freeway service patrol by entering into exclusive sponsorship agreements that allow for the display of a sponsor's name and logo on participating tow trucks, as specified, that are in addition to the above-described required logo. (Based on 01/17/2025 text)

**AB 267**    **(Macedo, R)** Greenhouse Gas Reduction Fund: high-speed rail: water infrastructure and wildfire prevention.

**Current Text:** 01/17/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 01/18/2025 - From printer. May be heard in committee February 17.



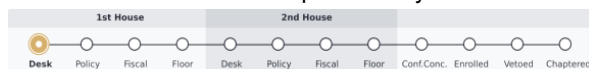
**Location:** 01/17/2025 - Assembly PRINT

**Summary:** Would suspend the appropriation to the High-Speed Rail Authority for the 2026–27 and 2027–28 fiscal years and would instead require those amounts from moneys collected by the State Air Resources Board to be transferred to the General Fund. The bill would specify that the transferred amounts shall be available, upon appropriation by the Legislature, to augment funding for water infrastructure and wildfire prevention. (Based on 01/17/2025 text)

**AB 289**    **(Haney, D)** State highway work zone speed safety program.

**Current Text:** 01/22/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 01/23/2025 - From printer. May be heard in committee February 22.



**Location:** 01/22/2025 - Assembly PRINT

**Summary:** Current law authorizes, until January 1, 2032, the City of Malibu to establish a speed safety system pilot program for speed enforcement on the Pacific Coast Highway if the system meets specified requirements. Current law requires the city to administer a public information campaign at least 30 days before implementation of the program, including information relating to when the systems would begin

detecting violations. Current law requires the city to issue warning notices rather than notices of violations for violations detected within the first 60 calendar days of the program. Current law also requires the city to develop guidelines for, among other things, the processing and storage of confidential information. Current law requires photographic or administrative records made by a system to be confidential, except as specified, and would only authorize public agencies to use and allow access to these records for specified purposes. This bill would authorize, until January 1, 2032, the Department of Transportation to establish a similar program for speed enforcement that utilizes up to 125 speed safety systems on state highway construction or maintenance areas, as specified. The bill would require the department to adopt written guidelines for the use of speed safety systems before entering into an agreement regarding a speed safety system, purchasing or leasing equipment for a program, or implementing a program, and would require the department, in developing the guidelines, to consult with the Department of the California Highway Patrol and other relevant stakeholder organizations. (Based on 01/22/2025 text)

**SB 2** (Jones, R) Low-carbon fuel standard: regulations.

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 01/29/2025 - Referred to Com. on E.Q.



**Location:** 01/29/2025 - Senate Environmental Quality

**Summary:** The California Global Warming Solutions Act of 2006 establishes the State Air Resources Board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases. The act requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low-Carbon Fuel Standard regulations. This bill would void specified amendments to the Low-Carbon Fuel Standard regulations adopted by the state board on November 8, 2024. (Based on 12/02/2024 text)

**SB 5** (Cabaldon, D) Infrastructure financing districts: allocation of taxes: agricultural land exclusion.

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 01/29/2025 - Referred to Com. on L. GOV.



**Location:** 01/29/2025 - Senate Local Government

**Summary:** The California Land Conservation Act of 1965, otherwise known as the Williamson Act, authorizes a city or county to enter into contracts with owners of agricultural land to preserve the land for agricultural use, as specified, in return for reduced property tax assessments. The act also authorizes a landowner of specified agricultural land to petition the city or county to cancel the Williamson Act contract in order to designate the land as a farmland security zone, whereby the land is eligible for a specified property tax valuation and taxed at a reduced rate for specified special taxes. This bill would exclude the taxes levied upon a parcel of land enrolled in or subject to a Williamson Act contract or a farmland security zone contract, as specified, from the above-described allocation to the district. (Based on 12/02/2024 text)

**SB 9** (Arreguin, D) Accessory Dwelling Units: owner-occupant requirements.

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 01/29/2025 - Referred to Coms. on HOUSING and L. GOV.



**Location:** 01/29/2025 - Senate Housing

**Summary:** The Planning and Zoning Law provides for the creation of an accessory dwelling unit by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards. The law prohibits a local agency from imposing an owner-occupant requirement or any additional standards, except as specified, when evaluating a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. The law also prohibits a local agency from imposing parking standards for an accessory dwelling unit, as specified, whether or not the local agency has adopted a local ordinance pursuant to these provisions. This bill would additionally prohibit a local agency from imposing an owner-occupant requirement for a proposed or existing accessory dwelling unit whether or not the local agency has adopted a local ordinance pursuant to these provisions. (Based on 12/02/2024 text)

Attachment: Bill Report 2-25 (11357 : State Legislative Update)



**SB 16**      **(Blakespear, D) Homelessness.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)  
**Status:** 01/29/2025 - Referred to Com. on RLS.



**Location:** 12/02/2024 - Senate Rules

**Summary:** Would declare the intent of the Legislature to enact legislation to address homelessness. (Based on 12/02/2024 text)

**SB 21**      **(Durazo, D) Workforce development: poverty-reducing labor standards: funds, programs, reporting, and analyses.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)  
**Status:** 01/29/2025 - Referred to Com. on L., P.E. & R.



**Location:** 01/29/2025 - Senate L., P.E. & R.

**Summary:** The California Workforce Innovation and Opportunity Act establishes the California Workforce Development Board as the body responsible for assisting the Governor in the development, oversight, and continuous improvement of California’s workforce investment system and the alignment of the education and workforce investment systems to the needs of the 21st century economy and workforce. Current law requires the board to assist the Governor in promoting the development of a well-educated and highly skilled 21st century workforce, and the development of a high road economy that offers an educated and skilled workforce with fair compensation and treatment in the workplace. Current law also requires the board to assist in developing standards, procedures, and criteria for defining high road employers, high road jobs, high road workforce development, and high road training partners, as specified. Current law defines “high road” for these purposes to mean a set of economic and workforce development strategies to achieve economic growth, economic equity, shared prosperity, and a clean environment. This bill would define “job quality,” “quality jobs,” and “economic equity” for purposes of the act. (Based on 12/02/2024 text)

**SB 30**      **(Cortese, D) Transportation: diesel trains and rolling stock: resale restrictions.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)  
**Status:** 01/29/2025 - Referred to Com. on RLS.



**Location:** 12/02/2024 - Senate Rules

**Summary:** Would state the intent of the Legislature to enact subsequent legislation to restrict the resale of decommissioned diesel trains and rolling stock for continued use. (Based on 12/02/2024 text)

**SB 63**      **(Wiener, D) San Francisco Bay area: local revenue measure: transportation funding.**

**Current Text:** 01/09/2025 - Introduced [HTML](#) [PDF](#)  
**Status:** 01/29/2025 - Referred to Com. on RLS.



**Location:** 01/09/2025 - Senate Rules

**Summary:** Would state the intent of the Legislature to enact legislation authorizing a revenue measure to invest in transportation in the San Francisco Bay area. (Based on 01/09/2025 text)

**SB 71**      **(Wiener, D) California Environmental Quality Act: exemptions: transit projects.**

**Current Text:** 01/14/2025 - Introduced [HTML](#) [PDF](#)  
**Status:** 01/29/2025 - Referred to Coms. on E.Q. and TRANS.



**Location:** 01/29/2025 - Senate Environmental Quality

**Summary:** The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in

the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA, until January 1, 2030, exempts from its requirements active transportation plans, pedestrian plans, or bicycle transportation plans for the restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and the related signage for bicycles, pedestrians, and vehicles. This bill would extend the operation of the above-mentioned exemption indefinitely. The bill would also exempt a transit comprehensive operational analysis, as defined, a transit route readjustment, or other transit agency route addition, elimination, or modification, from the requirements of CEQA. (Based on 01/14/2025 text)

**SB 90 (Seyarto, R) Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: grants: improvements to public evacuation routes: mobile rigid water storage.**

**Current Text:** 01/22/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 01/29/2025 - Referred to Coms. on G.O. and N.R. & W.



**Location:** 01/29/2025 - Senate Governmental Organization

**Summary:** The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 makes \$135,000,000 available, upon appropriation by the Legislature, to the Office of Emergency Services for a wildfire mitigation grant program to provide, among other things, loans, direct assistance, and matching funds for projects that prevent wildfires, increase resilience, maintain existing wildfire risk reduction projects, reduce the risk of wildfires to communities, or increase home or community hardening. The act provides that eligible projects include, but are not limited to, grants to local agencies, state agencies, joint powers authorities, tribes, resource conservation districts, fire safe councils, and nonprofit organizations for structure hardening of critical community infrastructure, wildfire smoke mitigation, evacuation centers, including community clean air centers, structure hardening projects that reduce the risk of wildfire for entire neighborhoods and communities, water delivery system improvements for fire suppression purposes for communities in very high or high fire hazard areas, wildfire buffers, and incentives to remove structures that significantly increase hazard risk. This bill would include in the list of eligible projects grants to the above-mentioned entities for improvements to public evacuation routes in very high and high fire hazard severity zones, mobile rigid dip tanks, as defined, to support firefighting efforts, prepositioned mobile rigid water storage, as defined, and improvements to the response and effectiveness of fire engines and helicopters. (Based on 01/22/2025 text)

**SB 92 (Blakespear, D) Housing development: density bonuses: mixed-use developments.**

**Current Text:** 01/22/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 01/29/2025 - Referred to Coms. on HOUSING and L. GOV.



**Location:** 01/29/2025 - Senate Housing

**Summary:** The Density Bonus Law requires a city or county to provide a developer that proposes a housing development, as defined, 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 households or very low income households, and meets other requirements. Current law defines "housing development" to mean a development project for 5 or more residential units, including mixed-use developments, as specified. This bill would revise and recast the definition of "housing development" for purposes of the Density Bonus Law to instead mean a development project for 5 or more residential units, including mixed-use developments if at least two thirds of the square footage of the mixed-use development is designated for residential use, as specified. (Based on 01/22/2025 text)

Total Measures: 33  
Total Tracking Forms: 36

Attachment: Bill Report 2-25 (11357 : State Legislative Update)

## *Minute Action*

AGENDA ITEM: 29

**Date:** *March 5, 2025*

**Subject:**

Federal Legislative Update

**Recommendation:**

Receive and file the February 2025 Federal Legislative Update, relating to the following:

- Transportation; and
- Council of Governments.

**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 February 12, 2025, regarding the start of a new Congressional session, leadership changes and federal budget process.

**119<sup>th</sup> Congress and Trump Administration**

After the November 2024 general elections, Republicans retained the majority in the House of Representatives and regained the majority in the Senate. The delegation from San Bernardino County did not see any changes after the election.

As Congress reconvened on January 3, 2025, Congressman Mike Johnson was reelected as Speaker of the House and Senator John Thune took over as Senate Majority Leader.

Congressman Sam Graves received a waiver from the House Steering Committee to remain Chairman of the House Transportation & Infrastructure Committee. The Republican leadership typically limits members to three terms as a Committee Chair or Ranking Member. Mr. Graves has served as Ranking Member or Chair since 2019.

President Donald Trump was sworn into office as the 47<sup>th</sup> President of the United States on January 20, 2025, and quickly began the process of issuing a number of Executive Orders to repeal policies put in place by the Biden Administration, as well as implement his policy priorities.

Following the November 2024 election President Trump quickly nominated a number of individuals to serve in his administration's Cabinet. President Trump nominated former Wisconsin Congressman Sean Duffy to serve as Secretary of Transportation. The nominee had his Senate confirmation hearing on January 15, 2025, and was confirmed and sworn in on January 28, 2025.

Other Cabinet nominees of note are former South Dakota Governor Kristi Noem for Secretary of Homeland Security, former Texas State Representative Scott Turner for Secretary of Housing and Urban Development, environmental attorney Robert F. Kennedy Jr. for Secretary of Health

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

Board of Directors Agenda Item

March 5, 2025

Page 2

and Human Services and former Congressman Lee Zeldin for Administrator of the Environmental Protection Agency.

Secretary Noem was confirmed by the Senate and sworn in on January 25, 2025, as was Administrator Zeldin on January 29, 2025. Nominee Turner had his confirmation hearing on January 16, 2025, and nominee Kennedy had his confirmation hearings on January 29 and 30, 2025.

### **Federal Appropriations Process**

On December 20, 2024, Congress passed a Continuing Resolution (CR) to keep the federal government funded until March, 14, 2025. President Joe Biden signed the bill on December 21, 2024. Congress must pass all 12 Appropriations bills for Fiscal Year (FY) 2025, or pass another CR, prior to the March 14, 2025, deadline to avoid a government shutdown.

Congress is also looking to the Budget Reconciliation process to fund domestic policy priorities of the Trump Administration. Typically, the reconciliation process would apply to the FY 2026 process. However, since Congress is not yet done with the FY 2025 process, they have considered splitting reconciliation into two tranches, one for FY 2025 and one for FY 2026, but President Trump has been pushing one big bill and it's not clear if that will include FY 2025.

Leaders in the House favor the one bill approach, while leaders in the Senate prefer a two-bill approach, one bill for boarder security, defense and energy and later a larger, more complex tax-focused bill. Bills passed through the reconciliation process need only a simple majority to pass, avoiding any possible attempts by Senate Democrats to filibuster the bills.

### ***Financial Impact:***

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

### ***Reviewed By:***

This item was received by the Legislative Policy Committee on February 12, 2025.

### ***Responsible Staff:***

Louis Vidaure, Legislative Analyst

Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## *Minute Action*

AGENDA ITEM: 30

**Date:** *March 5, 2025*

**Subject:**

Board Member Appointments & Vacancy

**Recommendation:**

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

A. Approve the appointment of Mayor Pro Tem Daniel Ramos, City of Adelanto, to serve as the primary member on the One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority, for a four-year term expiring December 31, 2028.

B. Note the opportunity for one member to serve as the alternate member on the OWOW Steering Committee of the Santa Ana Watershed Project Authority, for a four-year term expiring December 31, 2028.

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

C. Note the Presidential appointment of Council Member Ray Marquez, City of Chino Hills, to serve on the Metro Gold Line Foothill Extension Construction Authority as the alternate member, for a two-year term expiring on December 31, 2026.

D. Note the Presidential appointments for the following members to serve on Southern California Association of Governments (SCAG) Policy Committees for a term expiring December 31, 2025: Council Member Judy Woolsey, City of Yucaipa, to serve on the SCAG Community, Economic, and Human Development (CEHD) Policy Committee; Mayor Joe Baca, City of Rialto, to serve on the SCAG CEHD Policy Committee; and Alternate Board Member Brian Johsz, City of Chino Hills, to serve on the SCAG Energy and Environment Policy Committee.

**Background:**

**Recommendation A & B:** Recommendation A is requesting approval to appoint Mayor Pro Tem Daniel Ramos, City of Adelanto, to serve as the primary member on the One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority (SAWPA), for a four-year term expiring December 31, 2028. The OWOW Steering Committee is responsible for developing the integrated Regional Water Management Plan for the Santa Ana River and meets the fourth Thursday of every quarter (February, May, September and November), at 11:00 AM, in the SAWPA Board Room, with a virtual option. Members of the OWOW Steering Committee do not receive a stipend by SAWPA. However, members are eligible to receive a stipend of \$100 for each meeting, paid by the San Bernardino Council of Governments. This appointment requires Board approval.

On February 5, 2025 staff was notified that SAWPA approved the inclusion of alternates to the OWOW Steering Committee. Recommendation B is to notice the vacancy for one Board Member to serve as the alternate member. In the absence of the primary member, the alternate member shall act in their place. The alternate member only receives a stipend of \$100 when attending in the absence of the primary member. Board Members that are interested in the being appointed, should notify Marleana Roman, Clerk of the Board, at [mroman@gosbcta.com](mailto:mroman@gosbcta.com).

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

Board of Directors Agenda Item

March 5, 2025

Page 2

**Recommendation C:** This recommendation is to note the Presidential appointment of Council Member Ray Marquez, City of Chino Hills, to serve on the Metro Gold Line Foothill Extension Construction Authority, as the alternate member, for a two-year term expiring December 31, 2026. The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County and meets the second Thursday of the month at 11:00 AM, at the Construction Authority office located at 404 E. Huntington Drive, Monrovia. Members receive a stipend of \$150 for each day spent on Authority business, not to exceed \$600 per month, paid by the Authority.

**Recommendations D:** This recommendation is to note the Presidential appointments for the following members to serve on Southern California Association of Governments (SCAG) Policy Committees for a term expiring December 31, 2025: Council Member Judy Woolsey, City of Yucaipa, to serve on the SCAG Community, Economic, and Human Development (CEHD) Policy Committee; Mayor Joe Baca, City of Rialto, to serve on the SCAG CEHD Policy Committee; and Alternate Board Member Brian Johsz, City of Chino Hills, to serve on the SCAG Energy and Environment Policy Committee.

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 \$150 for up to four Policy or Task Force meetings per month paid by SCAG. Terms of appointment expire December 31 of odd-numbered years.

A listing of SBCTA Appointments to External Agencies, SBCTA Representatives on SCAG Committees and SBCTA Policy Committee Membership is included in the appendix of the SBCTA Board of Directors agenda.

***Financial Impact:***

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

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. This item is being brought straight to Board so that the full Board is apprised of Presidential appointments made, opportunities to serve, and for the approval of appointment under Board authority.

***Responsible Staff:***

Marleana Roman, Clerk of the Board

Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## ***Minute Action***

AGENDA ITEM: 31

***Date:*** March 5, 2025

***Subject:***

Award of Contract 25-1003255 for the Call Box System Removal for the Interstate 40 Corridor Region

***Recommendation:***

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

A. Award Contract No. 25-1003255 to TSR Construction and Inspection, for the Call Box System Removal for the Interstate 40 Corridor Region, in an amount not-to-exceed \$352,000, to be funded with State Service Authority for Freeway Emergencies funds.

B. Approve a 10% contingency, totaling a not-to-exceed amount of \$35,200.

***Background:***

When the San Bernardino County Transportation Authority (SBCTA) (formerly San Bernardino Associated Governments) was established as the San Bernardino County Service Authority for Freeway Emergencies (SB SAFE) in 1987, it became responsible for the emergency Call Box network previously operated by the State Department of Transportation. SBCTA's Call Box network currently consists of 776 Call Boxes. Of those, 749 Call Boxes operate on the cellular network and 27 Call Boxes in remote areas operate on a satellite network. Each cellular and satellite Call Box is a battery-powered, solar-charged roadside terminal, with a microprocessor and a built-in digital cellular or satellite modem that allows for communications to the SBCTA call answering center.

Of the 776 Call Boxes, 32 Call Boxes are in what is considered the "urban" areas of San Bernardino County (County), and 744 Call Boxes are in what is considered the "rural" areas of the County. Call Boxes in the urban region are predominately located along freeway transition areas. In rural areas, the following highway segments have poor and/or inconsistent cellular coverage from at least one of the three major carriers (AT&T, Verizon, and T-Mobile): State Route (SR) 18, SR 38, SR 127, SR 330, US 95, US 395, and Fort Irwin Road. In these areas, a standard mobile cell phone may not be able to successfully connect to the cellular network. Because the Call Boxes are equipped with an external antenna (and some operate on the satellite communication network), the Call Boxes can provide a connection to the cellular network when a personal cell phone cannot. However, cell coverage is continually improving, and other options are becoming available for emergency calls. In addition, any 911 calls can typically be made on another provider's network even when the customer's own provider has a weak or non-existent signal.

With the advancement of technology and the proliferation of cellular phone ownership over the past 15-plus years, there has been a continued decline in the number of calls that have been completed by motorists who need assistance. SB SAFE took steps to evaluate and "right size" the Call Box system in 2015, resulting in the removal of 216 Call Boxes in 2016. Another system-wide evaluation was completed in 2019, resulting in the removal of 245 Call Boxes in 2020. Both the 2016 and 2020 reduction of Call Boxes led to significant cost savings, in addition to more efficient operation of the Call Box program.

*Entity: San Bernardino County Transportation Authority*



Board of Directors Agenda Item

March 5, 2025

Page 2

The relatively good cell coverage on major rural highways, the lower call volume on other highways, in addition to the continued breach by Knightscope, the Call Box maintenance vendor, of multiple obligations under its contract with SBCTA, staff recommended that the Board authorize both terminating the Knightscope contract for cause and decommissioning and removing the remaining Call Boxes.

At the December 4, 2024, Board Meeting, the Board authorized the Executive Director, or his designee, to release Invitations for Bids for contractors to remove the Call Boxes and appropriately dispose of or recycle materials in coordination with the California Department of Transportation and the California Highway Patrol and to award the contract contingent upon the cost not exceeding the Fiscal Year 2024/2025 Budget for the Call Box Program. The current independent estimates for the removal of all Call Boxes will exceed the Fiscal Year 2024/2025 Budget for the Call Box Program; as such, these contracts are being brought to Board for award.

Contracts for the removal of Call Boxes in the following areas: Morongo Basin to Arizona Border Region (25-1003251), Mountain Region (25-1003252), Victorville/Pass Region (25-1003253), and San Bernardino Valley Region (25-1003254) will be taken to the April Board for award. The contract for the Barstow Region (25-1003250) will be taken to the May Board for award.

In January 2025, the SBCTA Executive Director authorized the release of the Invitation for Bids (IFB) No. 25-1003255 for the Call Box System Removal for the Interstate 40 (I-40) Corridor Region (Project).

The IFB was released on January 22, 2025, and sent to 1077 vendors registered on PlanetBids and was downloaded by 34 firms. The solicitation was issued in accordance with SBCTA's policies and procedures for construction projects.

The Question and Answer period closed on February 3, 2025, and responses were posted on February 4, 2025. Three addenda were issued. Addendum No. 1 included the encroachment permit and a Notice to Bidder change. Addendum No. 2 included the pre-proposal PowerPoint, questions & answers, and additional license classification. Addendum No. 3 updated Prevailing Wages language.

On February 12, 2025, SBCTA received seven bids from TSR Construction and Inspection, M Brey, Inc. dba MBE Construction, RE Chaffee Construction Inc., MJ Pacific Inc, Domestic Rail Solutions DBA DRS Contracting, California Highway Products, and High-Light Electric. The Procurement Analyst performed a responsiveness check and deemed the bids responsive. Bids ranged from \$352,000 to \$868,888.

Bids were reviewed by staff for compliance with the IFB. The TSR Construction and Inspection bid was found to be responsive, responsible, and compliant with all IFB requirements. Therefore, staff is recommending that the Board award Contract No. 25-1003255 for the Project to TSR Construction and Inspection in an amount not-to-exceed \$352,000.

Staff is also recommending approval of a contingency totaling a not-to-exceed amount of \$35,200 for Contract No. 25-1003255.

Pursuant to Contracting and Procurement Policy 11000, Section V.B.2.d, construction contracts that are awarded to the lowest responsive responsible bidder may proceed directly to the Board without prior review or recommendation by a Policy Committee. Attachment A provides a listing of the bid results.

San Bernardino County Transportation Authority

Board of Directors Agenda Item

March 5, 2025

Page 3

Staff recommends approval of Contract 25-1003255 for removal of the Call Box System along the I-40 Corridor.

**Financial Impact:**

The Call Boxes are included in the adopted Budget for Fiscal Year 2024/2025 and funded with State Service Authority for Freeway Emergencies funds in Program 15, Commuter and Motorist Assistance.

**Reviewed By:**

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its March 5, 2025 meeting pursuant to Contracting and Procurement Policy No. 11000, Section V.B.2.d, as this is a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft Contract.

**Responsible Staff:**

Jeffery Hill, Project Controls Analyst III

Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:



**CONTRACT 25-1003255****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****TSR CONSTRUCTION AND INSPECTION****FOR****CALL BOX SYSTEM REMOVAL – I-40 CORRIDOR REGION**

This contract (“Contract”) is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and TSR Construction and Inspection (“CONTRACTOR”) whose address is 8264 Avenida Leon, Rancho Cucamonga, CA 91730. SBCTA and CONTRACTOR are each a “Party” and collectively the “Parties” herein.

**RECITALS:**

**WHEREAS**, SBCTA has determined that it requires removal of roadside call boxes; and

**WHEREAS**, the work described herein cannot be performed by the employees of SBCTA; and

**WHEREAS**, CONTRACTOR has certified that it has the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all work described herein identified herein; and

**WHEREAS**, CONTRACTOR desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth in this contract.

**NOW, THEREFORE**, the Parties hereto agree as follows:

**ARTICLE 1. CONTRACT DOCUMENTS**

The complete Contract includes all of the following Contract Documents: the Contract Articles; Invitation For Bids (IFB) 25-1003255 dated 01/22/2025; bid dated 02/07/2025; the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; Notice to Bidders and Special Provisions dated **01/22/2025**; Addenda Nos. 1, 2, 3; and Appendix A.

**ARTICLE 2. BONDS**

CONTRACTOR will furnish a Payment Bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful

Performance Bond in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds, to be secured from a surety company satisfactory to SBCTA within ten (10) working days of the date of SBCTA's delivery to CONTRACTOR of the Notice of Award this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

Upon final acceptance of the project work by SBCTA, CONTRACTOR may obtain a release of the Performance Bond and Payment Bond if CONTRACTOR provides to SBCTA and maintains a Warranty Bond in the form provided by SBCTA in the IFB, or such other security as SBCTA may approve in its sole discretion, that guarantees performance of Work required to be performed during the period following final acceptance of the Project work, including Warranty Work, and which shall also constitute a payment bond guaranteeing payment to persons performing such Work (the "Warranty Bond"). The Warranty Bond, if used, shall guarantee the performance of CONTRACTOR's warranties and warranties of its subcontractors and run in favor of and be enforceable by SBCTA, the Department, utility owners and local agencies (as applicable) for the warranty obligations under the Contract.

If used, the Warranty Bond shall be in an amount specified of ten (10) percent of the amount payable to CONTRACTOR under the Contract ("Warranty Bond Amount"). SBCTA will release the Warranty Bond upon the expiration of the Warranty Period, provided the following conditions have been met: (i) CONTRACTOR is not in default under this Contract and no event has occurred that, with the passage of time or the giving of notice, would constitute a default under this Contract; and (ii) SBCTA receives either (a) evidence satisfactory to SBCTA that all persons eligible to file a claim against the Warranty Bond have been fully paid and unconditional releases of liens and stop payment notices from all subcontractors, if any, that filed preliminary notice of a claim against the Warranty Bond; or (b) the statutory period for subcontractors to file a claim against the Warranty Bond has expired and no claims have been filed.

### **ARTICLE 3. PROMPT PAYMENT/RETENTION**

CONTRACTOR is required to pay all subcontractors for satisfactory performance of their work no later than seven days from the date CONTRACTOR receives payment from SBCTA. SBCTA shall hold retainage from CONTRACTOR of five percent (5%) from each invoice and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with SBCTA's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in section

7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of: a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE subcontractors.

#### **ARTICLE 4. COMPENSATION**

- 4.1 SBCTA agrees to pay, and CONTRACTOR agrees to accept as full payment for the work outlined in the Contract documents, the sum of **Three Hundred and Fifty-Two Thousand (\$352,000)**, including without limitation any compensation due for unit price work which shall be calculated as the actual number of such units performed multiplied by the unit price, subject to additions and deductions, if any, in accordance with said documents. Progress payments shall not be made more often than once each thirty (30) days, nor shall the amount paid be in excess of ninety-five percent (95%) of either the pro-rata amount due for completed work at the progress payment date, or of the full payment amount of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.
- 4.2 Pursuant to California Public Contract Code section 22300, CONTRACTOR has the option to deposit securities with an escrow agent acceptable to SBCTA as a substitute for retention earnings required to be withheld. Alternatively, CONTRACTOR may submit a written request to SBCTA, who shall make payments of the retention amount directly to the escrow agent. The market value of the securities deposited at the time of substitution shall be at least equal to the cash amount required to be withheld as retention under this Contract. CONTRACTOR shall be responsible for paying all fees incurred by the escrow agent in administering the escrow account. Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code.
- 4.3 In addition, on any partial payment made after 95 percent of the work has been completed, SBCTA may reduce the amount withheld from payment pursuant to the requirements of this Article to such lesser amount as SBCTA determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. A reduction in retention will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to SBCTA and the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with SBCTA.

Item Code	Description	Reference	Unit of Measure	Quantity	tsr construction and inspection
1	Remove Call Box - Site Type A		EA	36	\$72,000.00
2	Remove Call Box - Site Type B		EA	0	\$0.00
3	Remove Call Box - Site Type C		EA	20	\$54,000.00
4	Remove Call Box - Site Type D		EA	0	\$0.00
5	Remove Call Box - Site Type E		EA	0	\$0.00
6	Remove Call Box - Site Type F		EA	16	\$22,400.00
7	Remove Call Box - Site Type G		EA	0	\$0.00
8	Remove Call Box - Site Type H		EA	0	\$0.00
9	Remove Call Box - Site Type I		EA	0	\$0.00
10	Remove Call Box - Site Type J		EA	0	\$0.00
11	Remove Call Box - Site Type K		EA	0	\$0.00
12	Remove Call Box - Site Type L		EA	38	\$76,000.00
13	Remove Call Box - Site Type M		EA	62	\$105,400.00
14	Mobilization (10%)		LS	1	\$22,200.00
				Subtotal	\$352,000.00
				Total	\$352,000.00



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

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

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

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

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

CONTRACTOR agrees that he/she is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract without additional compensation from SBCTA. CONTRACTOR also agrees to keep current, as required by the "Notice to Bidders and Special Provisions", all permits required throughout the duration of the Project.

## **ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT**

CONTRACTOR shall provide SBCTA and its authorized representatives or agents access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SBCTA, their representatives and agents to reproduce any materials as reasonably necessary.

## **ARTICLE 9. SCHEDULE**

CONTRACTOR agrees to complete the work within the time period as stipulated in the Notice to Bidders and Special Provisions. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any work, services or equipment under this Contract, unless and until SBCTA has issued a written Notice To Proceed (NTP).

## **ARTICLE 10. NONDISCRIMINATION**

This contract is subject to the California Fair Employment and Housing Act, Government Code Sections 12900 et seq. The CONTRACTOR and any subcontractor(s) shall not discriminate on the

basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this Contract which may result in the termination of this contract, or such other remedy, as SBCTA deems appropriate.

#### **ARTICLE 11. CONFLICT OF INTEREST**

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

#### **ARTICLE 12. REPRESENTATIONS**

All work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the Work performed shall conform to all drawings, plans and specifications herein.

#### **ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents, data, or information (“Products”), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such products, which shall become the property of SBCTA.
- 13.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SBCTA.
- 13.3 Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA, or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall be kept confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of

CONTRACTOR, or its employees or agents.

- 13.4 CONTRACTOR shall not use SBCTA's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties. CONTRACTOR shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.
- 13.6 CONTRACTOR, its employees, agents and subcontractors 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 14. TERMINATION**

- 14.1 Termination for Convenience - SBCTA shall have the right at any time without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Services and shall preserve work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 14.1.1 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.
- 14.1.2 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
- 14.1.3 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 14.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have: (a) hold in abeyance further

payments to CONTRACTOR; (b) stop any Work of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Services by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

14.2.1 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

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

#### **ARTICLE 15. STOP WORK ORDER**

Upon failure of CONTRACTOR or its subcontractors to comply with any requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination provision herein.

#### **ARTICLE 16. CLAIMS**

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

Per Public Contract Code (PCC) §:9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240 ) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100 ) of Part 2, and Article 1.5 (commencing with Section 20104 ) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment

for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000 ) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code .

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000 ) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of



the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.



## ARTICLE 17. INSURANCE

Certificate of insurance on the latest ISO Accord form shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as specified by SBCTA. 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 below; 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 name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

17.1 Commercial General Liability Insurance – The policy must include the following:

- CONTRACTOR shall maintain a commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage, and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- If this contract includes work in close proximity to an active railroad and Railroad Protective Liability Coverage is required then the CGL policy shall not exclude coverage of contractual liability relating to railroads or shall be endorsed by ISO Form CG 24 17, or equivalent acceptable to SBCTA, to remove all such exclusions to the coverage.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

- Products-completed operations aggregate limit: \$2,000,000

17.2 Umbrella/Excess CGL Insurance – The policy must include the following:

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

- The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additional insureds or as indemnitees below.

17.3 Commercial Auto Insurance – The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with Article 17.3 (Umbrella/Excess CGL).
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONTRACTOR services.
  - Combined single limit 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.

17.4 Workers' Compensation/Employer's Liability Insurance – The policies must include the following:

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

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR or any subcontractor of any tier. All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a

waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnites in Article 18 below. SBCTA and CONTRACTOR must be certificate holders and must be provided at least 30 days' advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days' advance notice of cancellation shall be provided.

17.5 Professional Liability -- Intentionally Omitted

17.6 Builder's Risk Insurance – Intentionally Omitted

17.7 Contractor's Pollution Liability Insurance - The policy must include the following:

- \$1,000,000 per claim or occurrence limits/\$2,000,000 in the aggregate

17.8 Railroad Protective Liability Insurance --

**This coverage may be required by a third party railroad operator or railroad owner anytime work is performed on or in close proximity to a railroad. CONTRACTOR is to conduct their own investigation of the RRPL requirements and shall meet the coverage and limits dictated by any third party railroad, but when required, in no event less than outlined below.**

Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of the railroad owner and/or operator with respect to the operations the CONTRACTOR or any of their subcontractors perform on the Property. Minimum Limits: **\$2 million per occurrence** combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply. If providing coverage on the London claims-made form, the following provisions shall apply:

- The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:
- It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

17.9 General Provisions

17.9.1 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.

- 17.9.2 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, Caltrans and their officers, directors, members, employees, and agents as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability but shall allow coverage for the additional insureds to the full extent provided by the policy.
- 17.9.3 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-contractors to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's express written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.
- 17.9.4 CONTRACTOR's and Subcontractors' Insurance Will Be Primary. All policies required to be maintained by the CONTRACTOR or any subcontractor, with the exceptions of Professional Liability, Pollution Liability and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR's or subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 17.9.5 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other CONTRACTOR, subcontractor or sub-subcontractor performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses

from each of its subcontractors of every tier. CONTRACTOR shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.

- 17.9.6 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days' prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at [insurance@gosbcta.com](mailto:insurance@gosbcta.com), to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 17.9.7 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to 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 CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, or any subcontractor of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 17.9.8 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.
- 17.9.9 Subcontractors' Insurance. Insurance required of the CONTRACTOR shall be also provided by subcontractors or by CONTRACTOR on behalf of all subcontractors to cover their services performed under this Contract. CONTRACTOR may reduce types and the amounts of insurance limits provided by subcontractors to be proportionate to the amount of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. CONTRACTOR shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.
- 17.9.10 Higher limits. The Insurance obligations under this agreement shall be the greater of 1- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss,



shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

- 17.9.11 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the Contractor's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the Contractor shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the Contractor is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the Contractor arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The Contractor acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 17.9.12 Project Specific Insurance. All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.
- 17.9.13 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONTRACTOR against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 17.9.14 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONTRACTOR to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONTRACTOR, whereupon the CONTRACTOR will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.

## **ARTICLE 18. INDEMNITY**

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority, Caltrans and their officers, directors, members, employees, contractors, agents and volunteers (collectively the “Indemnitees”) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. To the extent permitted by law, CONTRACTOR’s duties to defend and indemnify shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR’s indemnification obligation applies to the “passive” negligence of any of the Indemnitees, but does not apply to the “sole” or “active” negligence or “willful misconduct” of any of the Indemnitees within the meaning of Civil Code section 2782.

## **ARTICLE 19. OWNERSHIP OF DOCUMENTS**

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

## **ARTICLE 20. RECORD AND INSPECTION AND AUDITING**

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

## **ARTICLE 21. INDEPENDENT CONTRACTOR**

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

## **ARTICLE 22. ATTORNEY’S FEES**

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

## **ARTICLE 23. 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 24. FEDERAL, STATE AND LOCAL LAWS**

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

**ARTICLE 25. PRECEDENCE**

In case of a discrepancy among the Contract Documents, the order of precedence shall be as noted in the Notice to Bidders and Special Provisions.

**ARTICLE 26. COMMUNICATIONS AND NOTICES**

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given, and received: (a) upon actual delivery, if delivery is personally made, or if made by fax or email during regular business hours; (b) on the first business day following delivery by fax or email when made outside regular business hours; or (c) on the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONTRACTOR shall notify SBCTA of any changes within ten (10) business days of the change.

<b>To: TSR Construction and Inspection</b>	<b>To: SBCTA</b>
<b>8264 Avenida Leon</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Rancho Cucamonga, CA 91730</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Gabriel Zapirtan</b>	<b>Attn: Jeffery Hill</b>
<b>Email: Gabrielz3@yahoo.com</b>	<b>Email: jhill@gosbcta.com</b>
<b>Phone: (909) 331-2249</b>	<b>Cc: Procurement Manager</b>
	<b>Email: procurement@gosbcta.com</b>
	<b>Phone: (909) 884-8276</b>

**ARTICLE 27. LIQUIDATED DAMAGES**

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to SBCTA for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay SBCTA the sum of Two Thousand Dollars (\$2,000) per each calendar day of delay as identified in the weekly statement of working days issued by SBCTA. SBCTA shall not withhold liquidated damages if the delay is determined by SBCTA to be excusable in accordance with the Force Majeure article of this Contract. SBCTA may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

## ARTICLE 28. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

## ARTICLE 29. SUBCONTRACTS

29.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total original contract price, excluding any specialty items designated by SBCTA. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR's own organization.

29.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

29.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

29.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work), and (b) such other of its own organizational resources (supervision, management, and engineering services) as SBCTA determines is necessary to assure the performance of the Contract.

29.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has ensured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et. seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

## **ARTICLE 30. COORDINATION WITH OTHER CONTRACTS**

SBCTA may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and SBCTA's employees or agents and carefully fit its own work to such additional work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor or by SBCTA.

## **ARTICLE 31. PREVAILING WAGE REQUIREMENTS**

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

## **ARTICLE 32. SAFETY**

- 32.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation. CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under California Occupational Safety and Health Act of 1973.
- 32.2 It is a condition of this Contract that the Director of Industrial Relations or authorized representative thereof shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under California Occupational Safety and Health Act of 1973.

## **ARTICLE 33. DISADVANTAGED BUSINESS ENTERPRISE**

- 33.1 Though no DBE goal is set for this Project, SBCTA encourages participation from small and Disadvantaged Business Enterprise (DBE). Firms interested in the DBE program may contact Alicia Bullock, Procurement Manager at (909) 884-8276.

## **ARTICLE 34. NONSEGREGATED FACILITIES**

- 34.1 As prescribed by 41 CFR 60-1.8, CONTRACTOR must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. CONTRACTOR may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. CONTRACTOR's obligation extends further to

ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated.

34.2 The term "facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities. CONTRACTOR shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between. However, nothing in this Article shall prohibit separate facilities necessary to comply with the Americans with Disabilities Act (e.g., disabled parking).

34.3 All subcontracts of \$10,000 shall contain the provisions of this Article.

#### **ARTICLE 35. GRATUITIES**

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

#### **ARTICLE 36. CONFIDENTIALITY**

See Article 13.

#### **ARTICLE 37. CONVICT LABOR**

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

#### **ARTICLE 38. INSPECTION OF SITE**

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information from SBCTA will not relieve the CONTRACTOR from responsibility for the interpretations made by CONTRACTOR on the basis of the information made available by SBCTA.

#### **ARTICLE 39. CLEAN WATER REQUIREMENTS**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Porter-Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA will in turn report each violation as required to assure notification to the Regional Water Quality Control Board.

CONTRACTOR shall include this requirement in all subcontracts and further agrees to take such action SBCTA may direct as a means of enforcing such requirements.

**ARTICLE 40. DRUG FREE WORKPLACE**

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

**ARTICLE 41. SEVERABILITY**

The partial or complete invalidity of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

**ARTICLE 42. FORCE MAJEURE**

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

**ARTICLE 43. INCORPORATION OF RECITALS**

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

**ARTICLE 44. EFFECTIVE DATE**

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

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

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

**TSR CONSTRUCTION AND INSPECTION**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Gabriel Zapirtan  
CEO/Secretary

By: \_\_\_\_\_  
Ray Marquez  
President, Board of Directors

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

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

Licensed in accordance with an act providing for registration of contractors.

881123  
\_\_\_\_\_  
License Number

**APPROVED AS TO FORM**

562620017  
\_\_\_\_\_  
Federal Employer  
Identification Number

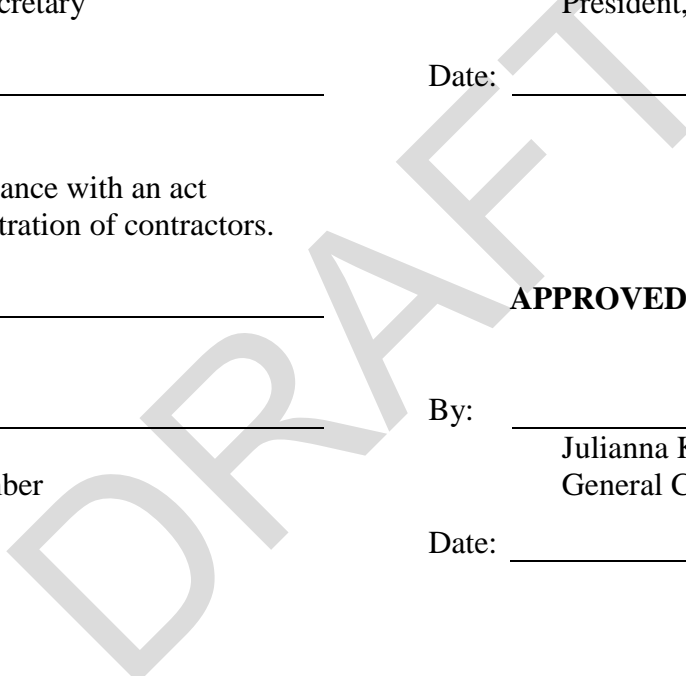
By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

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

**CONCURRENCE**

By: \_\_\_\_\_  
Alicia J. Bullock  
Procurement Manager

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



Attachment: [PDF] 25-1003255 - I-40 Corridor (11282 : Award of Contract 25-1003255 for the Call Box System Removal for the I-40 Corridor

**ATTACHMENT A**  
**Final Bid Opening Results**



**IFB Number:** 25-1003255

**IFB Title:** CALL BOX SYSTEM REMOVAL – INTERSTATE 40 CORRIDOR

**Bid Due Date:** February 12, 2025, 11:00 a.m.

#	Bidder	Bid Amount	Responsive?
1	TSR Construction and Inspection	\$352,000.00	YES
2	M Brey, Inc.	\$366,644.82	YES
3	RE Chaffee Construction Inc.	\$409,300.00	YES
4	MJ Pacific Inc	\$430,430.00	YES
5	Domestic Rail Solutions Corp. DBA DRS Contracting	\$490,622.00	YES
6	California Highway Products	\$543,900.00	YES
7	High-Light Electric, Inc.	\$868,888.00	YES



## *Minute Action*

AGENDA ITEM: 32

**Date:** *March 5, 2025*

**Subject:**

Sole Source Contract No. 24-1003143 Award of Fueling Infrastructure for ZEMU

**Recommendation:**

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

A. Authorize the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute **Sole Source** Contract No. 24-1003143 with Trillium USA Company, LLC, for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project: Zero Emission Multiple Unit (ZEMU) Hydrogen Fueling System, for design, development, and installation of the ZEMU hydrogen fueling system, hydrogen delivery and system maintenance, with an initial capital cost of \$6,497,069.60 and an initial three-year maintenance and delivery term of \$3,743,912.20, as well as two one-year options with a cost of \$1,280,714.40 for year four and \$1,298,101.40 for year five, for a total not-to-exceed amount of \$12,819,797.60, to be funded with Transit Intercity Rail Capital Program (TIRCP), Hydrogen Infrastructure Partnership Program, and Local Transportation Fund (LTF) funds.

B. Approve contingency for Contract No. 24-1003143 for a not-to-exceed amount of \$793,596, which includes \$649,707, or 10% of the capital portion, to be funded with TIRCP funds and \$143,889, or 5% for fuel, to account for change in the indexed price of hydrogen, to be funded with LTF funds.

C. Allocate an additional \$4,811,573 in LTF funds for the maintenance and fuel delivery for a total allocation of \$9,486,573.

**Background:**

The San Bernardino County Transportation Authority (SBCTA) released a Request for Information (RFI) in December 2020 to gather information that would assist SBCTA in the eventual procurement of a contractor to provide hydrogen fuel and associated infrastructure to support storage and fueling of the Zero Emission Multiple Unit (ZEMU) vehicle at the Arrow Maintenance Facility (AMF) site. The goal was to better understand the proposed approach from potential suppliers to meet the daily hydrogen demand, while considering AMF site constraints and technical requirements set out by the vehicle designer and SBCTA. Staff was interested in learning various contracting opportunities, including private partnerships, on fueling facilities. Consideration for future expansion and increase in daily hydrogen demand was also requested, as SBCTA's goal was to expand the ZEMU fleet. Eight firms responded to the RFI and the information was used to develop the scope of work relative to the fueling system and input to corresponding procurement documents.

On May 11, 2022, Request for Proposals (RFP) No. 22-1002700 was released seeking a contractor to design and install the hydrogen storage and transfer system to be used for the fueling of a single ZEMU rail vehicle operated during the testing & commissioning phase as well as during revenue service. On July 21, 2022, SBCTA received one proposal from Linde Engineering North America, LLC (Linde), and as required by procurement policy, a single bid memo was submitted to the Executive Director requesting approval to continue the procurement process with the one proposal. Due to only one proposal being received, there was no Evaluation

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

March 5, 2025

Page 2

Committee; however, the procurement professional reviewed Linde's proposal for responsiveness, and the Project Manager evaluated the proposal to ensure that the technical proposal met SBCTA requirements. Negotiations proceeded with Linde and at the February 1, 2023, Board meeting, staff recommended to the SBCTA Board to award Contract No. 22-1002700 to Linde Engineering; however, at the time of signing, Linde informed SBCTA staff that its upper management, that was not involved in the initial negotiations, would not accept the contract terms. In March 2023, after further negotiations, the parties were at an impasse and ended negotiations.

Given the single response to the original RFP, the project staff, with legal counsel and the Procurement Manager's concurrence, concluded the RFP for the design and installation of a hydrogen fueling system could be directly solicited. On September 13, 2023, after reevaluating the project need and talking to multiple hydrogen fueling system providers, an RFP was sent to two firms--Nikola Corporation and Air Liquide.

On October 26, 2023, Air Liquide submitted a response to the RFP; Nikola Corporation did not respond to the RFP. SBCTA's Procurement department reviewed Air Liquide's proposal and deemed it responsive. On December 6, 2023, staff recommended to the Board to authorize the Executive Director to negotiate and execute Contract No. 24-1003026 with Air Liquide. The scope of RFP No. 24-1003026 includes maintenance of the installed system and hydrogen fuel delivery, including the lease of the temporary hydrogen fueling system to support testing and revenue service, while the liquid hydrogen mobile refueler is being designed and manufactured. Further negotiations with Air Liquide proved the company would not be able to meet all the requirements of the RFP on its own, so Air Liquide brought on Trillium USA Company, LLC (Trillium), and staff agreed to separate the lease of the temporary fueler from the permanent fueling station in order to have hydrogen fuel for ZEMU testing.

On February 5, 2024, Air Liquide submitted a proposal for a temporary hydrogen fueling lease, prompted by discussions during negotiations for RFP No. 24-1003026 and the existing scope of Contract No. 24-1003026. The temporary hydrogen fueler is currently in use to support the testing of the ZEMU and will continue to be used until the portable fueler begins operation.

On April 5, 2024, Trillium submitted a proposal for the design, construction, installation, and operations and maintenance of a portable refueling station, which will use hydrogen delivered by Air Liquide. The proposed system is a combination of trailer-mounted and skid that includes pumps, vaporizer, and dispensing unit, designed to convert liquid hydrogen into gaseous hydrogen to fuel the ZEMU vehicle. The proposed unit has an interface between the proposed onsite storage tank and the delivery trailer, which can accept fuel from other fuel suppliers if needed. The project, including development, testing and commission, has a duration of 16 months; however, this is subject to material and component availability and obtaining permits from agencies having jurisdiction.

The scope of this contract includes design-build services and operations and maintenance of the hydrogen fueling system with an initial capital cost of \$6,497,069.60 and an initial three-year term of \$3,743,912.20, as well as two-option years with a cost of \$1,280,714.40 for year four and \$1,298,101.40 for year five. The total not-to-exceed amount including the initial capital, three-year initial term, and optional years four and five is \$12,819,797.60, to be funded by Transit Intercity Rail Capital Program, Hydrogen Infrastructure Partnership Program, and Local Transportation Fund (LTF) funds. Award of this contract is in SBCTA's best interest and consistent with Contracting and Procurement Policy No. 11000, VI.A.2.b., regarding sole source San Bernardino County Transportation Authority

Board of Directors Agenda Item

March 5, 2025

Page 3

awards, because the solicitation process previously described demonstrated there are limited firms possessing the unique qualifications required to deliver the services within SBCTA’s time constraints.

Also, staff is recommending that the Board allocate an additional \$4,811,573 in LTF for maintenance and fuel delivery, increasing the previous allocation of \$4,675,000 for a total revised allocation of \$9,486,573. Approximately \$2,923,000 of the previous allocation will be spent on the temporary fueler while the permanent portable fueler is being developed.

**Financial Impact:**

The Project is included in the adopted Budget for Fiscal Year 2024/2025 and funded with Transit Intercity Rail Capital Program, Hydrogen Infrastructure Partnership Program, and Local Transportation Funds in Program 30, Transit.

**Reviewed By:**

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement. This item is being brought directly to the SBCTA Board of Directors without prior Committee approval to ensure no further delay to the project and that all funding requirements are met.

**Responsible Staff:**

Joy Buenaflor, Deputy Director of Transit & Rail Programs

Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:



CONTRACT No. 24-1003143

BY AND BETWEEN

San Bernardino County Transportation Authority

AND

*Trillium USA Company, LLC*

FOR

Arrow Maintenance Facility Hydrogen Fuel Upgrade Project: Hydrogen Fuel System

DRAFT

**TABLE OF CONTENTS**

**ARTICLE 1. INTRODUCTION ..... 4**

**ARTICLE 2. CONTRACT DOCUMENTS ..... 5**

**ARTICLE 3. BONDS ..... 6**

**ARTICLE 4. CONTRACTOR’S REPORTS OR MEETINGS..... 6**

**ARTICLE 5. PROMPT PAYMENT/RETENTION..... 6**

**ARTICLE 6. COMPENSATION..... 7**

**ARTICLE 7. TAXES, DUTIES AND FEES ..... 8**

**ARTICLE 8. AVAILABILITY OF FUNDS..... 8**

**ARTICLE 9. PERMITS AND LICENSES..... 8**

**ARTICLE 10. DOCUMENTATION AND RIGHT TO AUDIT ..... 9**

**ARTICLE 11. SCHEDULE ..... 9**

**ARTICLE 12. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY ..... 10**

**ARTICLE 13. CONFLICT OF INTEREST..... 10**

**ARTICLE 14. REPRESENTATIONS ..... 10**

**ARTICLE 15. CONFIDENTIALITY ..... 10**

**ARTICLE 16. TERMINATION..... 12**

**ARTICLE 17. STOP WORK ORDER ..... 13**

**ARTICLE 18. CHANGE IN TERMS ..... 13**

**ARTICLE 19. CLAIMS ..... 13**

**ARTICLE 20. DISPUTES..... 19**

**ARTICLE 21. AUDIT REVIEW PROCEDURES ..... 19**

**ARTICLE 22. INSURANCE ..... 20**

**ARTICLE 23. INDEMNITY ..... 37**

**ARTICLE 24. OWNERSHIP OF DATA, DELIVERABLES AND OTHER DOCUMENTS..... 37**

**ARTICLE 25. RECORD AND INSPECTION AND AUDITING..... 38**

**ARTICLE 26. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS ..... 39**

**ARTICLE 27. CONTINGENT FEE ..... 39**

Attachment: Contract No. 24-1003143 (10417 : Sole Source Contract No. 24-1003143 Award of Fueling Infrastructure for ZEMU)

**ARTICLE 28. INDEPENDENT CONTRACTOR..... 39**

**ARTICLE 29. ATTORNEY’S FEES ..... 40**

**ARTICLE 30. GOVERNING LAW AND VENUE ..... 40**

**ARTICLE 31. FEDERAL, STATE AND LOCAL LAWS..... 40**

**ARTICLE 32. PRECEDENCE..... 40**

**ARTICLE 33. COMMUNICATIONS AND NOTICES..... 40**

**ARTICLE 34. LIQUIDATED DAMAGES ..... 41**

**ARTICLE 35. ASSIGNMENT ..... 41**

**ARTICLE 36. SUBCONTRACTS ..... 41**

**ARTICLE 37. SUBCONTRACTING ..... 42**

**ARTICLE 38. EQUIPMENT PURCHASE..... 42**

**ARTICLE 39. COORDINATION WITH OTHER CONTRACTS ..... 43**

**ARTICLE 40. SELF-HELP ..... 43**

**ARTICLE 41. SET-OFF ..... 44**

**ARTICLE 42. PREVAILING WAGE REQUIREMENTS..... 44**

**ARTICLE 43. SAFETY ..... 44**

**ARTICLE 44. DISADVANTAGED BUSINESS ENTERPRISE..... 45**

**ARTICLE 45. NONSEGREGATED FACILITIES..... 45**

**ARTICLE 46. GRATUITIES ..... 45**

**ARTICLE 47. CONVICT LABOR ..... 45**

**ARTICLE 48. INSPECTION OF SITE..... 45**

**ARTICLE 49. CLEAN WATER REQUIREMENTS..... 45**

**ARTICLE 50. DRUG FREE WORKPLACE ..... 46**

**ARTICLE 51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION..... 46**

**ARTICLE 52. EVALUATION OF CONTRACTOR..... 46**

**ARTICLE 53. RESPONSIBILITY OF CONTRACTOR ..... 46**

**ARTICLE 54. TECHNICAL DIRECTION ..... 47**

**ARTICLE 55. KEY PERSONNEL ..... 48**

**ARTICLE 56. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION..... 49**

**ARTICLE 58. WARRANTY ..... 49**

Attachment: Contract No. 24-1003143 (10417 : Sole Source Contract No. 24-1003143 Award of Fueling Infrastructure for ZEMU)



ARTICLE 59. SEVERABILITY ..... 49

ARTICLE 60. FORCE MAJEURE..... 49

ARTICLE 61. INCORPORATION OF RECITALS..... 49

ARTICLE 62. ENTIRE DOCUMENT ..... 50

ARTICLE 63. CONTRACT ..... 50

ARTICLE 64. EFFECTIVE DATE ..... 50

EXHIBIT A: SCOPE OF WORK  
 EXHIBIT B: SPECIAL PROVISIONS  
 EXHIBIT C: GENERAL PROVISIONS

DRAFT

Attachment: Contract No. 24-1003143 (10417 : Sole Source Contract No. 24-1003143 Award of Fueling Infrastructure for ZEMU)

This contract (“Contract”) is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Trillium USA Company, LLC (“CONTRACTOR”) whose address is 2929 Allen Pkwy, Suite 4100, Houston, TX 77019. SBCTA and CONTRACTOR are each a “Party” and collectively the “Parties” herein.

#### RECITALS:

**WHEREAS**, SBCTA has determined that it requires a hydrogen fueling system that will fuel a zero-emission multiple unit rail vehicle operated for the purposes of testing and commissioning and revenue transit service; and

**WHEREAS**, the Work to be performed by CONTRACTOR pursuant to the Contract (the “Work”) cannot be performed by the employees of SBCTA; and

**WHEREAS**, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all Work described herein identified herein; and

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

**WHEREAS**, SBCTA contemplates entering into an assignment and assumption agreement with the Southern California Regional Rail Authority (SCRRA) to assign this Contract to SCRRA, and CONTRACTOR consents to such assignment.

**NOW, THEREFORE**, the Parties hereto agree as follows:

#### **ARTICLE 1. INTRODUCTION**

- 1.1. The work to be performed under this Contract is described in Exhibit A, entitled “Scope of Work”, and the CONTRACTOR’s Approved Cost Proposal dated February 6, 2025 (Attachment B to Exhibit B). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence. CONTRACTOR 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 CONTRACTOR of all obligations, duties, tasks, and Work imposed upon or assumed by CONTRACTOR hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with their satisfaction being based on prevailing applicable professional standards.
- 1.2. The Project Manager for this Contract is Joy Buenaflor, or such other designee as shall be designated in written notice to CONTRACTOR from time to time by the Department Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including

giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself. The Executive Director of SBCTA, or designee, shall have the authority to act for and exercise any of the rights of SBCTA as set forth in this Contract

## **ARTICLE 2. TERM OF CONTRACT**

21. This Contract shall commence upon the effective date set forth in the Contract. Immediately upon Substantial Completion, CONTRACTOR shall commence to maintain the Hydrogen Refueling System (HFS) and deliver hydrogen fuel for a period of three years from that date (the "Maintenance and Fuel Delivery Period") and shall continue in full force and effect through said Maintenance and Fuel Delivery Period unless earlier terminated or extended as provided in the Contract
22. SBCTA, at its sole discretion, may elect to extend the term of the Maintenance and Fuel Delivery Period up to an additional twelve (12) months, commencing on the completion of the Maintenance and Fuel Delivery Period (the "First Option Term"), and CONTRACTOR shall continue to provide services, and otherwise perform, in accordance with the Contract Documents.
23. SBCTA, at its sole discretion, may further elect to extend the term of the Maintenance and Fuel Delivery Period up to an additional twelve (12) months, commencing on the completion of the First Option Term, and CONTRACTOR shall continue to provide services, and otherwise perform, in accordance with the Contract Documents.
24. SBCTA's election to extend the Contract beyond the initial term shall not diminish its right to terminate the Contract for SBCTA's convenience or CONTRACTOR's default as provided elsewhere in this Contract. The "maximum term" of this Contract for maintenance and hydrogen fuel delivery services shall be the period extending from the date of Substantial Completion through to the fifth anniversary of the date of Substantial Completion.

## **ARTICLE 3. CONTRACT DOCUMENTS**

31. The complete Contract includes all of the following Contract Documents: (i) this Contract and the Exhibits; (ii) the Request for Proposals ("RFP") dated September 13, 2023; (iii) the CONTRACTOR's Proposal dated February 6, 2025; (iv) the Labor Surcharge and Equipment Rental Rates in effect on the date the Work is accomplished; and Performance and Payment Bonds.
32. CONTRACTOR shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions, which can affect the Work or the cost thereof. Any failure by CONTRACTOR to do so will not relieve it from responsibility for successfully performing the Work without additional expense to SBCTA.

33. Time shall be of the essence hereunder; but CONTRACTOR shall perform Work hereunder only to the minimum extent consistent with requirements herein.
34. Changes to any portion of this Contract shall not be binding upon SBCTA except when specifically confirmed in writing by an authorized representative of SBCTA and issued in accordance with the provisions of this Contract.

#### **ARTICLE 4. ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract; (2) Exhibit A “Scope of Work”; (3) Exhibit B, Special Provisions, including Attachment A, Approved Cost Proposal; (4) Exhibit C, General Provisions; (5) RFP 24-1003026 issued by SBCTA and dated August 17, 2023; and (7) CONTRACTOR’s Proposal dated February 6, 2025.

#### **ARTICLE 5. BONDS**

51. CONTRACTOR will furnish a Payment bond, in the form provided by SBCTA in the RFP, in an amount equal to one hundred percent (100%) of the Contract Price, as well as a bond securing faithful performance of all of CONTRACTOR’s obligations under the Contract, in an amount equal to one hundred percent (100%) of the Contract Price; said bonds to be secured from a surety company and in a form satisfactory to SBCTA within ten (10) working days of the date of SBCTA’s delivery to CONTRACTOR the Notice of Award this Contract and prior to the commencement of Work under this Contract. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.
52. If the Contract Price is increased in connection with a change order or exercise of Option Terms, SBCTA may, in its sole discretion, require a corresponding increase in the amount of the performance and payment bonds or new bonds covering the change order.

#### **ARTICLE 6. CONTRACTOR’S REPORTS OR MEETINGS**

61. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for SBCTA to determine if CONTRACTOR is performing to expectations and is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
62. CONTRACTOR’s Project Manager shall meet with SBCTA, as needed, to discuss progress on the Contract.

#### **ARTICLE 7. PROMPT PAYMENT/RETENTION**

CONTRACTOR is required to pay all subcontractors for satisfactory performance of their Work no later than seven (7) days from the date CONTRACTOR receives payment from SBCTA. SBCTA shall hold retainage from CONTRACTOR of five percent (5%) from each Milestone payment invoice and shall make prompt acceptances, as determined by SBCTA, of the Work and

pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the contract Work. Any delay or postponement of payment may take place only for good cause and with SBCTA's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of: a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE sub-contractors.

## **ARTICLE 8. COMPENSATION**

81. SBCTA agrees to pay and CONTRACTOR agrees to accept as full payment for the Work outlined in the Contract documents, the initial capital cost of \$6,497,069.60 and fuel and maintenance cost of \$3,743,912.20 for the three-year term, for a total not to exceed amount of \$10,240,981.80 (the "Contract Price"), including without limitation any compensation due for unit price work which shall be calculated as the actual number of such units performed multiplied by the unit price, subject to additions and deductions, in accordance with said documents, including, for certainty, reductions if SBCTA elects not to exercise the optional term extensions provided for during the Maintenance and Fuel Delivery Period.
82. Progress payments shall be made in accordance with the Milestone Payment Schedule, Attachment B to the Special Provision. Milestone payment amounts shall not exceed ninety-five percent (95%) of either the pro-rata amount of Work completed as of the Milestone payment date, or of the full payment amount at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project.
83. Pursuant to California Public Contract Code section 22300, CONTRACTOR has the option to deposit securities with an Escrow Agent acceptable to SBCTA as a substitute for retention earnings required to be withheld. Alternatively, CONTRACTOR may submit a written request to SBCTA, who shall make payments of the retention amount directly to the Escrow Agent. The market value of the securities deposited at the time of substitution shall be at least equal to the cash amount required to be withheld as retention under this Contract. CONTRACTOR shall be responsible for paying all fees incurred by the Escrow Agent in administering the Escrow Account. Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code.

84. In addition, on any partial payment made after 95 percent of the Work has been completed, SBCTA may reduce the amount withheld from payment pursuant to the requirements of this Article to such lesser amount as SBCTA determines is adequate security for the fulfillment of the balance of the Work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the Work yet to be completed as determined by the Engineer. A reduction in retention will only be made upon the written request of the CONTRACTOR and shall be approved in writing by the surety on the performance bond and by the surety on the payment bond. The approval of the surety shall be submitted to SBCTA and the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with SBCTA.
85. Failure by SBCTA to pay any amount in dispute shall not alleviate, diminish or modify in any respect the CONTRACTOR's obligation to achieve final acceptance of all work in accordance with the contract documents, and CONTRACTOR shall not cease or slow down its performance under this Contract on account of any such amount in dispute. CONTRACTOR shall proceed as directed by SBCTA pending resolution of dispute. Upon resolution of a dispute, each party shall promptly pay any amount owing.

#### **ARTICLE 9. TAXES, DUTIES AND FEES**

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

#### **ARTICLE 10. AVAILABILITY OF FUNDS**

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

#### **ARTICLE 11. PERMITS AND LICENSES**

CONTRACTOR represents that it holds a current, valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the Work described in the project plans and specifications. CONTRACTOR further agrees to maintain said license through the entire duration of Contract without additional compensation from SBCTA. CONTRACTOR also agrees to keep current all permits required throughout the duration of the Project.



## ARTICLE 12. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide SBCTA and its authorized representatives or agents access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract, in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of Work performed by Change Order. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.

## ARTICLE 13. SCHEDULE

- 13.1. CONTRACTOR agrees to complete the Work, including commissioning and training, within 450 calendar days from written Notice To Proceed (NTP) and as stipulated in the Special Provisions. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any Work, services or equipment under this Contract, unless and until SBCTA has issued a written NTP.
- 13.2. Conditions precedent to SBCTA issuing said NTP are CONTRACTOR furnishing the bonds as set forth in ARTICLE 5 and certificates of insurance as set forth in ARTICLE 24. CONTRACTOR shall furnish said documents within ten (10) calendar days (excluding Saturdays, Sundays and legal holidays) after notification of contract award from SBCTA.
- 13.3. Within ten (10) calendar days after receipt of written NTP, CONTRACTOR shall provide any construction schedules as required by SBCTA.
- 13.4. If at any time the critical path schedule reflects negative 30 or a greater negative number of days of total float, then CONTRACTOR, within five (5) days after CONTRACTOR first becomes aware of such schedule delay, shall prepare and submit to SBCTA for review and approval a Recovery Schedule demonstrating CONTRACTOR's proposed plan to regain lost schedule progress and to achieve the original Milestones in accordance with this Contract. SBCTA shall notify CONTRACTOR within ten (10) days after receipt of each such Recovery Schedule whether the schedule is deemed accepted or rejected. Within three (3) days after SBCTA's rejection of the schedule, CONTRACTOR will resubmit a revised Recovery Schedule incorporating SBCTA's comments. When SBCTA accepts CONTRACTOR's Recovery Schedule, CONTRACTOR shall, within five (5) days after SBCTA's acceptance, incorporate and fully include such schedule into the Project Schedule and deliver it to SBCTA.



135. All costs incurred by CONTRACTOR in preparing, implementing and achieving the Recovery Schedule shall be borne by CONTRACTOR and shall not result in a change to the Contract Price.
136. In the event that CONTRACTOR fails to provide an acceptable Recovery Schedule within thirty (30) days of CONTRACTOR's receipt of a notice to do so, CONTRACTOR shall have no right to receive progress payments until CONTRACTOR has prepared and SBCTA has approved such Recovery Schedule.

**ARTICLE 14. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

- 14.1. This contract is subject to the California Fair Employment and Housing Act, Government Code Sections 12900 et seq. The CONTRACTOR and any subcontractor(s) shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract, or such other remedy, as SBCTA deems appropriate.

**ARTICLE 15. CONFLICT OF INTEREST**

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

**ARTICLE 16. REPRESENTATIONS**

All Work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the Work performed shall conform to all drawings, plans and specifications herein.

**ARTICLE 17. CONFIDENTIALITY**

- 17.1. Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA, or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not

receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall be kept confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

172. CONTRACTOR shall not use SBCTA's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
173. All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.
174. CONTRACTOR, its employees, agents and subconsultants shall ensure that all Sensitive Security Information (“SSI”) is secured and only accessible to individuals with a true business need for access. CONTRACTOR shall destroy all SSI when it is no longer needed. The destruction method shall render the SSI unreadable. CONTRACTOR agrees that they will not release SSI to anyone but employees, agents and subcontractors, with a business need to access it, without the express written consent of SBCTA’s General Counsel.
175. CONTRACTOR acknowledges and agrees that, notwithstanding any other provision in this Contract, all records, documents, drawings, plans, specifications and other materials in SBCTA’s possession, including materials submitted by CONTRACTOR, are subject to the provisions of the California Public Records Act (Government Code Sections 7920.00 et seq.) (the “Public Records Act”). If CONTRACTOR believes information or materials submitted to SBCTA constitute trade secrets, proprietary information or other information that is not subject to or excepted from disclosure under the Public Records Act, CONTRACTOR shall be solely responsible for specifically and conspicuously designating that information by placing “CONFIDENTIAL” in the center header of each such page affected, as it determines to be appropriate at the time it is submitted to SBCTA. Any specific proprietary information, trade secrets or confidential commercial and financial information shall be clearly identified as such, and shall be accompanied by a concise statement of reasons supporting the claim, including identification of the applicable statutory exemption(s) from disclosure under the Public Records Act.. Nothing contained in this Contract shall modify or amend requirements and obligations imposed on SBCTA by the Public Records Act or other applicable laws and regulations, and the provisions of the Public Records Act or other laws or regulations shall control in the event of a conflict between the procedures described above and the applicable law or regulation.

## ARTICLE 18. TERMINATION

### 18.1. Termination for Convenience

- 18.1.1 SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of the Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.2 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.3 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such [Work] satisfactorily executed to the date of termination.
- 18.1.4 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

### 18.2. Termination for Cause

- 18.2.1 In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) business days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have: (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Services by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any

subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

1822 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

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

## **ARTICLE 19. STOP WORK ORDER**

Upon failure of CONTRACTOR or its subcontractors to comply with any requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination provision herein.

## **ARTICLE 20. CHANGE IN TERMS**

- 20.1. This Contract may be amended or modified only by mutual written agreement of the Parties.
- 20.2. CONTRACTOR shall only commence Work covered by an amendment after the amendment is executed and the NTP has been provided by SBCTA's Procurement Manager.
- 20.3. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved cost proposal which is part of this Contract without prior written approval of SBCTA.

## **ARTICLE 21. CLAIMS**

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

21.1 Construction claims of value greater than \$375,000.

Per Public Contract Code (PCC) §9204:

*(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.*

*(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.*

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from Work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)

(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.



(vii) *The High-Speed Rail Authority.*

(4) *“Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.*

(5) *“Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.*

(1)

(A) *Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.*

(B) *The claimant shall furnish reasonable documentation to support the claim.*

(C) *If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.*

(D) *Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.*

(2)

(A) *If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.*

(B) *Within 10 business days following the conclusion of the meet and confer*

conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or



*lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for Work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.*

*(d) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.*

*(e) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.*

*(f) This section applies to contracts entered into on or after January 1, 2017.*

*(g) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.*

*(h) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.<sup>5</sup>*

## 21.2 Construction claims with value of \$375,000 or less.

Per Section PCC § 20104:

(a) (1) This section applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) “Public work” means “public works contract” as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

#### PCC § 20104.4

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or

within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

## **ARTICLE 22. DISPUTES**

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

## **ARTICLE 23. AUDIT REVIEW PROCEDURES**

- 23.1. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement shall be reviewed by SBCTA's Chief Financial Officer.
- 23.2. Not later than 30 days after issuance of a final audit report, CONTRACTOR may request a review by SBCTA's Chief Financial Officer of unresolved audit issues.

The request for review must be submitted in writing.

- 23.3. Neither the pendency of a dispute nor its consideration by SBCTA will excuse CONTRACTOR from full and timely performance in accordance with the terms of this Contract.

## **ARTICLE 24. INSURANCE**

### 24.1. General Insurance Obligations

#### 24.1.1 Policies and Coverage

- a. The CONTRACTOR will purchase and continuously maintain in full force and effect the insurance coverages specified in this ARTICLE 24. Except as otherwise set forth in this ARTICLE 24, coverage will be maintained from and after the Contract Date through the expiration of the statute of limitations periods, or such time as may be specifically by SBCTA in this agreement.
- b. All limits of liability set forth in this ARTICLE 24 in U.S. dollars. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager, which approval will not be unreasonably withheld.

#### 24.1.2 No Representations or Warranties

SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this ARTICLE 24 are adequate to protect the CONTRACTOR against its undertakings under this Contract or its liability to any third party, nor will they preclude the SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

#### 24.1.3 Non-Limitation of Insurance Requirements

- a. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONTRACTOR's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status.
- b. To the extent required by Law in connection with Work to be performed, the CONTRACTOR shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies

for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONTRACTOR is required to comply, including any Third-Party Agreements.

- c. With the exception of any railroad protective liability insurance (RRPL) liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONTRACTOR arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor.
- d. The CONTRACTOR acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which requires every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

#### 24.1.4 No Recourse

Except to the extent expressly provided otherwise in the Contract, CONTRACTOR shall have no recourse against the SBCTA for payment of premiums, deductibles, or other amounts with respect to the insurance the CONTRACTOR is required to provide under this Contract.

#### 24.1.5 Project-Specific Insurance

All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in this ARTICLE 24.

#### 24.1.6 Required Endorsements or Policy Provisions

All insurance policies that the CONTRACTOR is required to provide under this Contract will contain provisions or be endorsed to comply with the following requirements:

- a. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 10 10 01, CG



20 37 10 01 and CG 20 38, to name San Bernardino County Transportation Authority, Southern California Regional Rail Authority, South Coast Air Quality Management District (SCAQMD) (All insurance certificates for SCAQMD shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Agreement Number must be included on the face of the certificate.**), BNSF Railway Company, and their officers, directors, members, employees, agents and volunteers, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

- b. For claims and losses covered by the insurance required under this Contract, said insurance coverage shall be endorsed as the primary insurance with respect to the insureds, additional insureds, and their respective members, directors, officers, employees, agents, and consultants. Any insurance or self-insurance beyond that required in this Contract that is maintained by an Indemnified Party, their directors, officers, employees, agents, or consultants will be excess of such insurance and will not contribute with it.
- c. With the exception of professional liability, the insurance will apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- d. Each insurance policy required under this Contract will be endorsed to state that coverage will not be canceled or non-renewed except after providing the SBCTA thirty (30) days’ prior written notice (or ten (10) days’ prior written notice in the case of cancellation for non-payment of premium), so long as such endorsement will not include any limitation of liability of the insurer for failure to provide such notice.
- e. All endorsements that add insureds to required “policies will provide additional insureds with coverage for ‘completed operations’” or a separate endorsement providing such coverage must be added to the policy, where appropriate based on policy type.
- f. Each policy will provide coverage on an “occurrence” basis and not a “claims made” basis (with the exception of professional liability

and pollution liability), and no policy issued on an occurrence basis will have any sunset clause requiring reporting within a specified period of time, except as specified for the pollution liability policies.

- g. All insurance policies except professional liability policies that are required to insure Persons (whether as named or additional insureds) in addition to the CONTRACTOR will be written or endorsed so that no acts or omissions of an insured will vitiate coverage of the other insureds, including any additional insureds.
- h. Without limiting the foregoing, any failure on the part of a named insured to comply with reporting provisions or other conditions of the insurance policies, any breach of warranty, any action or inaction of a named insured or others, any misrepresentation, act or omission of the named insured, or any change in ownership of all or any portion of the Project will not affect coverage provided to the other named insureds or additional insureds (and their respective members, directors, officers, employees, agents and consultants).
- i. Policies shall not contain any provision or exclusion (including any so-called “insured versus insured” exclusion or “cross-liability” exclusion) the effect of which would be to prevent, bar, or otherwise preclude any additional insured under the policy from making a claim which would otherwise be covered by such policy.
- j. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-contractors to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA’s Risk Manager. Without SBCTA’s Risk Manager’s expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, in its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation,



to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The CONTRACTOR's policies will neither obligate nor prohibit SBCTA, or any other Additional Insured, from paying any portion of any CONTRACTOR's deductible or SIR.

#### 24.1.7 Waivers

- a. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation (Waiver of Subrogation) against the Additional Insureds named herein, and any other contractor, subcontractor or sub-subcontractor performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.
- b. The CONTRACTOR agrees to pay for the repair or restoration of the Project caused by "Acts of God" (as defined pursuant to California Public Contract Code Section 7105) and waives the limitation on CONTRACTOR's responsibility of such costs set forth in California Public Contract Code 7105, and hereby agrees to (i) obtain insurance to indemnify the SBCTA for any and all costs of repairing and restoring the Project, up to full contract value, which coverage shall insure against "Acts of God" (as defined pursuant to California Public Contract Code Section 7105); and (ii) furnish evidence of satisfactory insurance coverage to the SBCTA as provided for under this Exhibit. The CONTRACTOR may satisfy the coverages required under this section through the builder's risk coverage required to be provided under this ARTICLE 24.

#### 24.1.8 Verification of Coverage

##### a. CONTRACTOR Policies

Prior to its commencement of the issuance of any Notice to Proceed (NTP) by SBCTA, the CONTRACTOR will:

- i. Provide evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required

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

- ii. cause each Subcontractor to provide certificates of insurance and amendatory endorsements affecting coverage required by this ARTICLE 24 and maintain such evidence until the fifth anniversary of the expiration of the conclusion of this contract, at which time the CONTRACTOR will forward to the SBCTA all collected evidence of insurance relating to the Project, or copies thereof; and
- iii. permit, and cause each Subcontractor to permit, SBCTA to inspect any insurance policies that have not been delivered to SBCTA; except that this requirement will not apply to the corporate or practice professional liability insurance policies of design Subcontractors. SBCTA has no duty to pay or perform under this Contract until such evidence of insurance, in compliance with all requirements of this ARTICLE 24, has been provided.

b. **Renewal Policies**

The CONTRACTOR will promptly deliver to the SBCTA evidence of insurance with respect to each renewal policy as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified in this Contract. Such evidence will be delivered to the SBCTA not less than fifteen (15) days prior to the expiration date of any policy, or such shorter period as approved in advance by the SBCTA.

24.1.9 **Review of Coverage**

- a. SBCTA may at any time review the coverage, form, and amount of insurance required under this ARTICLE 24, and may require the CONTRACTOR to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate

protection against the kind and extent of risk that exists at that time.

- b. SBCTA may change the insurance coverages and limits required under this ARTICLE 24 by notice to the CONTRACTOR, whereupon the CONTRACTOR will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost from such change will be paid by the SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.

#### 24.1.10 Notice of Prosecution of Claims

- a. SBCTA may submit the Indemnified Parties' claims and tenders of defense and indemnity under applicable insurance policies. Unless otherwise directed by the SBCTA by notice with respect to the Indemnified Parties' insurance claims, the CONTRACTOR will report and process all potential claims by the Indemnified Parties or the CONTRACTOR against the insurance policies.
- b. The CONTRACTOR agrees to report timely to the insurer(s) under such policies any and all matters that may give rise to an insurance claim by the CONTRACTOR or the Indemnified Parties, and to promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies, whether for defense or indemnity or both.
- c. The CONTRACTOR will enforce all legal rights against the insurer under the applicable insurance policies and applicable Law in order to collect thereon, including pursuing necessary litigation and enforcement of judgments.
- d. The CONTRACTOR will immediately provide notice to SBCTA, and thereafter keep SBCTA fully informed, of any incident, claim, or other matter of which the CONTRACTOR becomes aware that involves or could conceivably involve an Indemnified Party as a defendant. The CONTRACTOR will cooperate with SBCTA and will require its liability insurers to agree in writing to work with SBCTA to assure compliance with all requirements of the California Government Claims Acts, Government Code Sections 910, 911, 912, 913, 945, and 946, regarding timely response to claims.
- e. SBCTA will promptly provide notice to the CONTRACTOR of SBCTA's incidents or potential claims against SBCTA or any Indemnified Party, of which SBCTA is actually aware, that may give rise to an Indemnified Party insurance claim or to a right of defense and indemnification. Delivery of any such notice will constitute a tender of such Indemnified Party's defense of the claim to the CONTRACTOR and the insurer under any applicable

insurance policies.

- f. SBCTA will cooperate with the CONTRACTOR as necessary for the CONTRACTOR to fulfill its duties under this Contract, including providing the CONTRACTOR a copy of all written materials SBCTA receives asserting a claim against SBCTA that is subject to defense by an insurer under an insurance policy or by the CONTRACTOR.
- g. If an insurer providing any of the insurance policies required under this ARTICLE 24 becomes the subject of bankruptcy proceedings, becomes insolvent, or is the subject of an order or directive given by any Governmental Entity, including the State, limiting the insurer's business activities, the CONTRACTOR will promptly secure alternative coverage that complies with the insurance requirements in this ARTICLE 24, so as to avoid any lapse in insurance coverage.

#### 24.1.11 The CONTRACTOR's Failure to Comply

- a. If the CONTRACTOR fails to provide and maintain insurance as required in this Contract, then SBCTA may purchase such insurance or suspend the CONTRACTOR's right to proceed with the Work until proper evidence of insurance is provided, and any such purchase or suspension will not give rise to any CONTRACTOR right to make claims for increases to the Contract Price or extensions of the Contract deadlines.
- b. Any amounts paid by SBCTA (plus an administrative charge equal to ten percent (10%) of the cost) will, at SBCTA's sole option, be deducted from amounts payable to the CONTRACTOR or reimbursed by the CONTRACTOR upon demand.
- c. If on account of the CONTRACTOR's failure to comply with the provisions of this ARTICLE 24, SBCTA is adjudged to be responsible for all or any portion of a judgment, loss, or settlement (through admission or stipulation by the CONTRACTOR or court decision) that would have been covered by insurance but for non-compliance with this ARTICLE 24, then any loss or damage SBCTA sustains by reason thereof will be borne by the CONTRACTOR, and the CONTRACTOR will immediately pay the same to SBCTA, upon receipt of notice and evidence of such loss or damage.
- d. The CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of SBCTA to inform the CONTRACTOR of non-compliance with any requirement imposes no additional obligations on SBCTA nor does it waive any rights under this Contract.

#### 24.1.12 Subcontractor Insurance Requirements

- a. In circumstances where Subcontractor acts or omissions are not covered by the CONTRACTOR-provided insurance, including automobile liability, the CONTRACTOR will cause each Subcontractor to provide insurance that complies with the requirements for the CONTRACTOR-provided insurance in this ARTICLE 24.
- b. Except as otherwise specified in this ARTICLE 24, the CONTRACTOR has sole responsibility for determining the limits of coverage required to be obtained by Subcontractors, which determination will be made in accordance with reasonable and prudent business practices and appropriate for the work to be done.
- c. The CONTRACTOR will cause each such Subcontractor to include the Indemnified Parties as additional insureds under such Subcontractor's general liability and umbrella liability insurance policies.
- d. If requested by SBCTA, the CONTRACTOR will promptly provide certificates of insurance evidencing coverage for each Subcontractor. SBCTA may directly contact Subcontractors of any tier in order to verify the coverages required to be provided under this section. The CONTRACTOR's determination of such insurance will not be interpreted as relieving the CONTRACTOR or its insurer of any liability otherwise imposed on the CONTRACTOR or its insurers under this Contract.

#### 24.2. Insurance Required During the Design and Construction Period

CONTRACTOR shall obtain and keep in force, or cause to be obtained and kept in force, throughout the Design and Construction Period, the following insurance coverages:

##### 24.2.1 Builder's Risk

- a. The policy may be a CONTRACTOR corporate policy as long as the requirements of this ARTICLE 24 are met.
- b. The named insured shall be the CONTRACTOR and the additional insureds shall be all Subcontractors (excluding those solely responsible for design) of any tier, suppliers, SBCTA, and the Indemnified Parties. The status of the insureds under this requirement shall not be limited by the phrase "as their interests may appear" or similar language.

##### 24.2.2 Commercial General Liability.

- a. A commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided

by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage.

- b. The commercial general liability policy shall:
- i. have a limit for any one occurrence or claim of not less than \$5,000,000 per occurrence and a \$5,000,000 annual general aggregate and completed operations aggregate, applicable solely to the construction of the Project;
  - ii. by endorsement or otherwise, provide a designated aggregate limit solely for the Project using ISO form CG 25 03 05 09 or equivalent form, unless a project-specific insurance policy is purchased.
  - iii. have no “contractor’s limitation” endorsements, as that term is defined, as of the date of this Agreement, in the Glossary of Insurance and Risk Management Terms published by the International Risk Management Institute, that have not been reviewed and approved by SBCTA, including endorsements that limit coverage for earth movement or subsidence.
  - iv. have no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract;
  - v. have no exclusion for professional services except the latest ISO form CG 22 79 or CG 22 80 or both; and
  - vi. include products and completed operations liability coverage for a period of not less than 10 years following the final payment from SBCTA to the contractor under this contract.
- c. Completed operations coverage shall extend for as long as there is any exposure to liability under a statute of repose or any other applicable statute, either through continuous maintenance of completed operations coverage in the CONTRACTOR’s corporate insurance program or by purchase of extended completed operations for a project-specific policy. If coverage is maintained by continuous renewal, each subsequent general liability insurance policy issued through the statute of repose period, commencing with Substantial Completion, shall be endorsed with ISO form CG 20 37



10 01, or the equivalent, with the Indemnified Parties scheduled as additional insureds.

#### 24.2.3 Commercial Umbrella/Excess Liability

- a. A policy or policies of commercial umbrella/excess liability insurance covering bodily injury, personal injury, property damage, and advertising injury liability coverage at least as broad as the primary coverages set forth above with limits of not less than \$5,000,000 per occurrence and general aggregate. There shall also be a project-specific products and completed operations aggregate of not less than \$5,000,000. Coverage may be arranged in any combination or structure so that total required limits of liability are met. The CONTRACTOR may use its corporate insurance program or a combination of corporate insurance and stand-alone policies to meet this requirement provided that the limits available for this Project are not subject to erosion by losses on other projects not related to this Project.
- b. The commercial umbrella/excess liability insurance policy shall:
  - i. follow form to all underlying primary policies, including coverage in the excess liability policies for insureds covered under the primary policies and the provision of completed operations coverage to the additional insured Indemnified Parties;
  - ii. have concurrency of effective dates with primary policies;
  - iii. include “pay on behalf of” wording as opposed to reimbursement;
  - iv. apply as excess over commercial general liability insurance, and may apply as excess over commercial automobile liability insurance and employer’s liability insurance; and
  - v. include a drop down feature requiring the policy to respond in the event that any primary insurance limits are exhausted or for occurrences covered by an umbrella policy but not covered in the underlying insurance.

#### 24.2.4 Commercial Automobile Liability

- a. A commercial automobile liability policy with limits of liability of not less than \$5,000,000 combined single limit for the CONTRACTOR and Subcontractors. Each policy shall cover accidental death, bodily injury, and property damage liability arising from the ownership, maintenance, or use of all owned, non-owned,



and hired vehicles connected with performance of the Work, including loading and unloading. The CONTRACTOR's auto liability policies shall cover "any auto" ("symbol 1").

- b. For the CONTRACTOR and any Subcontractor of any tier that is or will be involved in any way with the transportation of Hazardous Materials using a covered vehicle(s), pollution liability coverage at least as broad as that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided and the automobile liability insurance policies shall be endorsed to include Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90).
- c. The policy shall be scheduled under the umbrella liability policies. Umbrella liability policies shall cover "any auto" ("symbol 1").

#### 24.2.5 Worker's Compensation and Employer's Liability.

Worker's compensation and employer's liability insurance for CONTRACTOR and Subcontractors as required by applicable Law, and employer's liability insurance having coverage limits of \$1,000,000 for each accident, \$1,000,000 for disease (each employee), and \$1,000,000 for disease (policy limit). The CONTRACTOR and/or Subcontractor, whichever is the applicable employer, shall be the named insured on these policies. The workers' compensation policies shall provide a provision extending coverage to all states operations on an "if any" basis.

#### 24.2.6 Professional Liability Insurance

Professional liability errors and omissions insurance, in one or more project-specific policies, at CONTRACTOR's discretion, which shall:

- a. cover claims for liability for providing professional services by the CONTRACTOR and any Subcontractor;
- b. be in an amount not less than \$2,000,000 per claim and in the aggregate;
- c. cover the performance of design work or other professional services in connection with the Project and shall be fully retroactive to the first date any such design work was performed, with no exclusion for prior acts applying to any pre-award professional services provided by any insured; and
- d. have an extended reporting period, or be renewed to be continuous for a period, of not less than five years after Final Completion.

#### 24.2.7 Pollution Liability

- a. A contractor's pollution liability insurance policy with a total limit of liability of no less than \$3,000,000 per claim, or per occurrence,

and \$3,000,000 in the aggregate per policy period. Each of the Indemnified Parties shall be an additional insured.

- b. If the contractor's pollution liability policy is written on a “claims made” basis, the policy shall be continuously renewed for ten years after Final Completion, with a retroactive date on or before the first date of any Work performed under this Contract, or shall have an extended reporting period of no less than 10 years from Final Completion.
- c. The contractor's pollution liability shall:
  - i. cover sums that the insured becomes legally obligated to pay to a third party or for the investigation, removal, remediation (including associated monitoring) or disposal of soil, surface water, groundwater or other contamination to the extent required by environmental laws (together “clean-up costs”) caused by pollution conditions resulting from covered operations, including bodily injury, property damage (including natural resource damages), clean-up costs, and legal defense costs;
  - ii. cover claims related to pollution conditions to the extent such are caused (A) by the performance of Work, (B) by transportation, including loading and unloading, by owned and non-owned vehicles and/or (C) by other activities performed by or on behalf of CONTRACTOR that occur on the Project;
  - iii. have no exclusions or limitations for loss occurring over water including but not limited to a navigable waterway;
  - iv. apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants; and
  - v. contain a severability provision.

#### 24.2.8 Railroad Protective Liability

- a. This coverage is only required when a Third-Party Railroad Owner/Operator requires it. SBCTA will accept an endorsement on the CONTRACTOR’s General Liability policy removing all references to any exclusion regarding work in or around a railroad. Generally, 3rd Party Railroads will not accept this exclusion in lieu of Railroad Protective Liability coverage.
- b. The CONTRACTOR shall provide Railroad Protective Liability and any additional RRPL coverage as may be required pursuant to any

Third-Party Agreement or otherwise as a condition of the railroad's consent for entry into railroad facilities or property.

- c. Each such policy shall include railroad protective liability insurance naming Southern California Regional Rail Authority (SCRRA) operating as Metrolink as the insured party with limits of not less than \$2,000,000 per occurrence and \$6,000,000 in aggregate or, if higher, such other limits as required by the railroad in connection with the Work and the Project.
- d. Such policy shall be effective during the period any Work is being performed within fifty (50) feet of any railroad right of way. The job location and work to be completed must be specifically defined in the declarations. Any policy exclusion from the railroad protective liability insurance must be accepted by the relevant railroad and otherwise covered through the CONTRACTOR's commercial general liability policy or in other appropriate policies and/or through other relevant policies.

#### 24.2.9 Cyber Liability

A cyber policy meeting the requirements of Section 22.3.5 from the date on which the CONTRACTOR commences testing and commission of fueling infrastructure.

#### 24.3. Insurance Required During the Maintenance and Fuel Delivery Period

CONTRACTOR shall obtain and keep in force, or cause to be obtained and kept in force, throughout the Maintenance and Fuel Delivery Period the following insurance coverage:

##### 24.3.1 Commercial General Liability

- a. A Commercial general liability insurance policy insuring against liability of CONTRACTOR with respect to the Project or arising out of the Work, written on an occurrence basis. Coverage shall be at least as broad as the broadest available version of Insurance Services Office form CG 00 01.
- b. The commercial general liability policy shall:
  - i. apply separately for each insured against whom a claim is made or a lawsuit is brought, subject only to the insurance policy limits of liability; and
  - ii. have coverage for any one occurrence or claim of not less than \$7,000,000, which requirement may be met by any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" basis. Exclusions are prohibited for work

within 50 feet of a railroad.

#### 24.3.2 Commercial Umbrella/Excess Liability

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

- a. The umbrella or excess policy shall follow form over the CONTRACTOR'S primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- b. The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- c. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- d. The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.
- e. There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

#### 24.3.3 Commercial Automobile Liability

- a. A commercial automobile liability policy with limits of liability of not less than \$5,000,000 combined single limit for the CONTRACTOR and Subcontractors. Each policy shall cover accidental death, bodily injury, and property damage liability arising from the ownership, maintenance, or use of all owned, non-owned, and hired vehicles connected with performance of the Work, including loading and unloading. The CONTRACTOR's auto liability policies shall cover "any auto" ("symbol 1").
- b. The policy shall be scheduled under the umbrella liability policies. Umbrella liability policies shall cover "any auto" ("symbol 1").

#### 24.3.4 Worker's Compensation and Employer's Liability.

Worker's compensation and employer's liability insurance as required by applicable Law, and employer's liability insurance having coverage limits of \$1,000,000 for each accident, \$1,000,000 for disease (each employee), and \$1,000,000 for disease (policy limit).

#### 24.3.5 Cyber Liability

A cyber policy, which shall include:

\$2,000,000 limit with first party coverage for direct loss and out of pocket expenses incurred by the CONTRACTOR for business income/extra expense resulting from an interruption or suspension of computer systems due to a network security breach including other system failures; data recovery for costs to restore, recreate, or recollect data and other intangible assets that are corrupted or destroyed; data breach response and crisis management for costs resulting from a network security or privacy breach including forensics, notification, credit monitoring, call center, and public relations; and cyber extortion and ransomware; and

- a. third party coverage for defense and liability incurred due to alleged harm caused to others by the CONTRACTOR and/or subcontractors, including privacy liability; security liability; privacy regulatory defense, awards, penalties and fines; media liability; and technology products and services errors and omissions, if not otherwise provided in the professional liability policy; and
- b. coverage for acts by foreign sponsored governments, organizations and/or entities.

#### 24.3.6 Railroad Protective Liability

- a. This coverage is only required when a Third-Party Railroad Owner/Operator requires it. SBCTA will accept an endorsement on the CONTRACTOR's General Liability policy removing all references to any exclusion regarding work in or around a railroad. Generally, 3rd Party Railroads will not accept this exclusion in lieu of Railroad Protective Liability coverage.
- b. The CONTRACTOR shall provide Railroad Protective Liability and any additional RRPL coverage as may be required pursuant to any Third-Party Agreement or otherwise as a condition of the railroad's consent for entry into railroad facilities or property.
- c. Each such policy shall include railroad protective liability insurance naming Southern California Regional Rail Authority (SCRRA) operating as Metrolink as the insured party with limits of not less than \$3,000,000 per occurrence and \$6,000,000 in aggregate or, if higher, such other limits as required by the railroad in connection with the Work and the Project.
- d. Such policy shall be effective during the period any Work is being performed within fifty (50) feet of any railroad right of way. The job location and work to be completed must be specifically defined in the declarations. Any policy exclusion from the railroad protective liability insurance must be accepted by the relevant railroad and otherwise covered through the CONTRACTOR's commercial general liability policy or in other appropriate policies

and/or through other relevant policies.

#### 24.3.7 Professional Liability Insurance

Professional liability errors and omissions insurance, in one or more project-specific policies, covering loss resulting from errors and omissions in the rendering of or failure to render professional services which comprise part of the Work performed during the Maintenance and Fuel Delivery Period, in an amount not less than \$5,000,000 per claim and in the aggregate.

#### 24.3.8 Pollution Liability

- a. A contractor's pollution liability insurance policy with a total limit of liability of no less than \$3,000,000 per claim, or per occurrence, and \$3,000,000 in the aggregate per policy period. Each of the Indemnified Parties shall be an additional insured.
- b. If the contractor's pollution liability policy is written on a "claims made" basis, the policy shall be continuously renewed for ten years after Final Completion, with a retroactive date on or before the first date of any Work performed under this Contract, or shall have an extended reporting period of no less than 10 years from Final Completion.
- c. The contractor's pollution liability shall:
  - i. cover sums that the insured becomes legally obligated to pay to a third party or for the investigation, removal, remediation (including associated monitoring) or disposal of soil, surface water, groundwater or other contamination to the extent required by environmental laws (together "clean-up costs") caused by pollution conditions resulting from covered operations, including bodily injury, property damage (including natural resource damages), clean-up costs, and legal defense costs;
  - ii. cover claims related to pollution conditions to the extent such are caused (A) by the performance of Work, (B) by transportation, including loading and unloading, by owned and non-owned vehicles and/or (C) by other activities performed by or on behalf of CONTRACTOR that occur on the Project;
  - iii. have no exclusions or limitations for loss occurring over water including but not limited to a navigable waterway;
  - iv. apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants; and



- v. contain a severability provision.

## ARTICLE 25. INDEMNITY

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

CONTRACTOR shall indemnify and defend (with legal counsel reasonably approved by SBCTA) San Bernardino County Transportation Authority, Southern California Regional Rail Authority, South Coast Air Quality Management District (SCAQMD) (All insurance certificates for SCAQMD shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Agreement Number must be included on the face of the certificate.**), BNSF Railway Company, and their officers, directors, members, employees, agents and volunteers (collectively, the "Indemnified Parties") from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional. In no event shall the cost to defend charged to CONTRACTOR exceed the CONTRACTOR's proportionate percentage of fault.

- 25.2. For all other Work, CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless the Indemnified Parties from any and all claims, actions, losses, damages, and/or liability (collectively, a "Claim") arising out of CONTRACTOR's performance of this Contract and for any costs or expenses incurred by the Indemnified Parties on account of any such Claim except where such indemnification is prohibited by law. Notwithstanding the foregoing, CONTRACTOR shall not be required to indemnify an Indemnified Party to the extent any Claim arises from the sole negligence or willful misconduct of that Indemnified Party. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnified Parties, notwithstanding any subsequent allocation of defense costs that may be required by law.

## ARTICLE 26. OWNERSHIP OF DATA, DELIVERABLES AND OTHER DOCUMENTS

- 26.1. All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the property of SBCTA when prepared, whether delivered to SBCTA or not, and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Contract. CONTRACTOR further agrees that it shall have no interest or claim to such finished, SBCTA-owned, technical data; furthermore, said data is subject to the provisions of the Public Records Act.
- 26.2. It is expressly understood that any title to preliminary technical data is not passed



to SBCTA but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the purpose of demonstrating an idea or message for SBCTA's acceptance before approval is given for preparation of finished artwork.

263. The originals of all letters, documents, reports and other products and data produced under this Contract shall be delivered to, and become the property of SBCTA. Copies may be made for CONTRACTOR'S records but shall not be furnished to others without written authorization from SBCTA. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by SBCTA.

**ARTICLE 27. RECORD AND INSPECTION AND AUDITING**

271. SBCTA, or any of its designees, representatives or agents, shall at all times have access during normal business hours to CONTRACTOR's operations and products wherever they are in preparation or progress, as well as CONTRACTOR's books, records, data and documents, and CONTRACTOR shall provide sufficient, safe and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of its rights to require CONTRACTOR to comply with the Contract or to subsequently reject any unsatisfactory Work or products.
272. CONTRACTOR shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain same until all such litigation, appeals, claims or exceptions related thereto have been disposed of. SBCTA's right to audit books and records directly related to this Contract shall also extend to all first-tier subcontractors. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.
273. CONTRACTOR shall, without charge, replace any material or correct any workmanship found by SBCTA not to conform to the requirements of this Contract, unless in the public interest SBCTA consents to accept such material or workmanship with an appropriate adjustment in the price of this Contract. CONTRACTOR shall promptly segregate and remove rejected material from the premises.
274. CONTRACTOR shall furnish promptly, without additional charge, all facilities, labor, equipment and material reasonably needed for performing such safe and convenient inspection and testing as may be required by SBCTA. All inspections and tests by SBCTA shall be performed in such manner as to not unnecessarily delay the Work. SBCTA reserves the right to charge to CONTRACTOR any additional cost of inspection or test when material or workmanship is not ready at

the time specified by CONTRACTOR for inspection or test or when reinspection or retest is necessitated by prior rejection if SBCTA gives CONTRACTOR three business days' notice of its intent to inspect.

275. If CONTRACTOR does not promptly replace rejected material or correct rejected workmanship, SBCTA may (1) by agreement or otherwise, replace such material or correct such workmanship and charge the cost thereof to CONTRACTOR, or (2) terminate the Contract in accordance with ARTICLE 18.
276. Should it be considered necessary or advisable by SBCTA at any time before acceptance of the entire Work to make an examination of Work already completed by removing or tearing out same, CONTRACTOR shall, on request, promptly furnish all necessary facilities, labor and material. If such Work is found to be defective or nonconforming in any material respect, due to the fault of CONTRACTOR or its subcontractors, CONTRACTOR shall pay all costs of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of this Contract, an equitable adjustment shall be made in the Contract Price to compensate CONTRACTOR for the additional services involved in such examination and reconstruction and, if completion of the Work has been delayed thereby, it shall in addition be granted a suitable extension of time.
277. Unless otherwise provided in this Contract, acceptance by SBCTA shall be made as promptly as practicable after completion and inspection of all Work required by this Contract, or that portion of the Work that SBCTA determines can be accepted separately. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud or as regards SBCTA's rights under the warranty provisions set forth herein.

**ARTICLE 28. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS  
(INTENTIONALLY OMITTED)**

**ARTICLE 29. CONTINGENT FEE**

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

**ARTICLE 30. INDEPENDENT CONTRACTOR**

CONTRACTOR is and shall be at all times an independent contractor. Accordingly, all Work provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction and control of CONTRACTOR. SBCTA shall rely on CONTRACTOR for results only, and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR's employees in the performance or as to the manner, means and methods by

which Work is to be performed. All personnel furnished by CONTRACTOR pursuant to this Contract and all representatives of CONTRACTOR shall be and remain the employees or agents of CONTRACTOR or of CONTRACTOR's subcontractors at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

**ARTICLE 31. ATTORNEY'S FEES**

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

**ARTICLE 32. 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 33. FEDERAL, STATE AND LOCAL LAWS**

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

**ARTICLE 34. PRECEDENCE**

In case of a discrepancy among the Contract Documents, the order of precedence shall be as noted in the Special Provisions.

**ARTICLE 35. 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 made by courier; or if made by fax or email during regular business hours; (b) on the first business day following delivery by fax or email when made not during regular business hours; or (c) on the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONTRACTOR shall notify SBCTA of any changes within ten (10) business days of the change.

To: The CONTRACTOR	To: SBCTA
2929 Allen Parkway, Suite 4100	1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor
Houston, TX 77019	San Bernardino, CA 92410-1715
Attn: Erik Asuncion; <a href="mailto:erik.asuncion@trilliumenergy.com">erik.asuncion@trilliumenergy.com</a>	Attn: Joy M. Buenaflor – <a href="mailto:jbuenafior@gosbcta.com">jbuenafior@gosbcta.com</a>
2 <sup>nd</sup> Contact: Ashish Bhakta	Cc: Alicia Bullock, Procurement Manager
Email: <a href="mailto:ashish.bhakta@trilliumenergy.com">ashish.bhakta@trilliumenergy.com</a>	Email: <a href="mailto:ABullock@gosbcta.com">ABullock@gosbcta.com</a>
Phone: (713) 332-5711	Phone: (909) 884-8276

**ARTICLE 36. LIQUIDATED DAMAGES**

Should CONTRACTOR fail to complete all Work required to achieve each of the Key Milestones (as defined below) by the target date specified in the Milestone Payment Schedule, Attachment B to the Special Provisions, including any written authorized changes, the actual damages to SBCTA for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay SBCTA the sum of **Five Hundred Dollars (\$500.00)** per each calendar day of delay as identified in the weekly statement of working days issued by SBCTA. SBCTA shall not withhold liquidated damages if the delay is determined by SBCTA to be excusable under the force majeure provision of the Contract. SBCTA may extend the period of performance of this Contract when in its sole judgment, there is sufficient justification to do so. The “Key Milestones” shall include: (a) Completion of Equipment Drawings & Permit Pack (Item B.1.3 in Attachment B to the Special Provisions); (b) Completion of Construction (Item B.1.5 in Attachment B to the Special Provisions); and (c) Completion of Commissioning and Training (Item B.1.6 in Attachment B to the Special Provisions). Exclusions to Liquidated Damages: The Parties agree that any liquidated damages calculated and assessed under the terms of this Contract shall not include delays directly or indirectly arising from actions, omissions, or decisions of Authorities Having Jurisdiction (AHJs). Both Parties acknowledge that such delays are beyond the reasonable control of the Party responsible for performance under this Contract.

**ARTICLE 37. ASSIGNMENT**

CONTRACTOR agrees not to assign, sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

CONTRACTOR understands that SBCTA may assign the Maintenance and Fuel Delivery portion of this contract to SCRRA as the operator and maintainer of the hydrogen vehicle.

**ARTICLE 38. SUBCONTRACTS**

38.1. CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the Work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the Work), and (b) such other of its own

Attachment: Contract No. 24-1003143 (10417 : Sole Source Contract No. 24-1003143 Award of Fueling Infrastructure for ZEMU)

organizational resources (supervision, management, and engineering services) as SBCTA determines is necessary to assure the performance of the Contract.

382. No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et. seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all Work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.
383. Nothing contained in this Contract or otherwise shall create any contractual relation between SBCTA and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be fully responsible to SBCTA for the acts and omissions of its subcontractor(s) and of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is independent of SBCTA's obligation to make payments to the CONTRACTOR.
384. CONTRACTOR shall perform the Work contemplated with resources available within its own organization, and no portion of the Work pertinent to this Contract shall be subcontracted without prior written authorization by SBCTA, except that which is expressly identified in the approved Cost Proposal.
385. CONTRACTOR shall pay its subcontractor(s) within ten (10) calendar days from receipt of each payment made to CONTRACTOR by SBCTA.
386. Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subcontractors.
387. Any substitution of subcontractors must be approved in writing by SBCTA prior to the start of Work by the subcontractor.

#### **ARTICLE 39. SUBCONTRACTING**

See ARTICLE 38.

#### **ARTICLE 40. EQUIPMENT PURCHASE**

- 40.1. Prior authorization in writing by SBCTA shall be required before CONTRACTOR



enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or contractor services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

402. When seeking SBCTA's prior written authorization for purchase of any item, service or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000, CONTRACTOR must submit three competitive quotations with the request, or the absence of bidding must be adequately justified.
403. Any equipment purchased as a result of this Contract is subject to the following: CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SBCTA shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONTRACTOR may either keep the equipment and credit SBCTA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SBCTA procedures, and credit SBCTA in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SBCTA and CONTRACTOR. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SBCTA.
404. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE 41. COORDINATION WITH OTHER CONTRACTS**

SBCTA may undertake or award other contracts for Work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and SBCTA's employees or agents and carefully fit its own Work to such additional Work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act which will interfere with the performance of Work by any other contractor or by SBCTA.

#### **ARTICLE 42. SELF-HELP**

421. Without limiting any other rights of SBCTA under this Contract, if SBCTA reasonably believes that it needs to take action as a result of: an emergency having occurred, including as a result of a threat to the health or safety of any person, the environment or built improvements, the community or property; a CONTRACTOR default having occurred and not having been cured; the CONTRACTOR having failed to timely comply with its obligations to remedy defects or related to its maintenance and fuel delivery obligations; or any other failure by the CONTRACTOR to comply with a material term of this Contract then, subject to prior notice (to the extent reasonably practicable under the circumstances), SBCTA may but is not required to take any action, including through direct intervention in the work and the Project, as it deems reasonably necessary, and the

CONTRACTOR will use reasonable efforts to give all necessary assistance to SBCTA while it is taking such action.

422. If SBCTA takes any such self-help action, other than as a result of an emergency, any costs and expenses of SBCTA incurred in taking, or as a result of taking, such action will be payable by the CONTRACTOR to SBCTA upon request.

**ARTICLE 43. SET-OFF**

431. SBCTA will have the right to retain, out of any payment due to CONTRACTOR under this Contract, an amount sufficient to satisfy any amount due and owing to SBCTA by the CONTRACTOR on this Contract or any other agreement between the CONTRACTOR and SBCTA. SBCTA may also withhold payment on any invoice in accordance with the liquidated damages provision, if any, or in the amount of its actual damages when the CONTRACTOR is in default under any provision of this Contract, or when SBCTA determines that the schedule cannot be met and an extension of time is not warranted.
432. SBCTA may also withhold payment when payment from the CONTRACTOR is due in connection with indemnification or any other agreement between the CONTRACTOR and SBCTA. This right to withhold payments will continue until such time as SBCTA has been made whole.

**ARTICLE 44. PREVAILING WAGE REQUIREMENTS**

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

**ARTICLE 45. SAFETY**

- 45.1. In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation. CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions, according to established industry standards, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under California Occupational Safety and Health Act of 1973.



452 It is a condition of this Contract that the Director of Industrial Relations or authorized representative thereof shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under California Occupational Safety and Health Act of 1973.

**ARTICLE 46. DISADVANTAGED BUSINESS ENTERPRISE**

Though no DBE goal is set for this Project, SBCTA encourages participation from small and Disadvantaged Business Enterprise (DBE). Firms interested in the DBE program may contact Alicia Bullock, Procurement Manager at (909) 884-8276.

**ARTICLE 47. NONSEGREGATED FACILITIES (INTENTIONALLY OMITTED)**

**ARTICLE 48. GRATUITIES**

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

**ARTICLE 49. CONVICT LABOR**

In connection with the performance of Work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

**ARTICLE 50. INSPECTION OF SITE**

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the Work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the Work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information from SBCTA will not relieve the CONTRACTOR from responsibility.

**ARTICLE 51. CLEAN WATER REQUIREMENTS**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Porter-Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA will in turn report each violation as required to assure notification to the Regional Water Quality Control Board. CONTRACTOR shall include this requirement in every subcontract.

**ARTICLE 52. DRUG FREE WORKPLACE**

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

**ARTICLE 53. NATIONAL LABOR RELATIONS BOARD CERTIFICATION (INTENTIONALLY OMITTED)****ARTICLE 54. EVALUATION OF CONTRACTOR**

CONTRACTOR's performance may be evaluated by SBCTA. A copy of the evaluation will be sent to CONTRACTOR for comments. The evaluation and any comments submitted shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

**ARTICLE 55. RESPONSIBILITY OF CONTRACTOR**

- 55.1. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONTRACTOR under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- 55.2. In addition to any other requirements of this Contract or duties and obligations imposed on CONTRACTOR by law, CONTRACTOR shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONTRACTOR within the areas of CONTRACTOR's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONTRACTOR observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONTRACTOR shall immediately document such matters and notify SBCTA in writing. CONTRACTOR shall also similarly notify SBCTA as to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which enables SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.
- 55.3. Intentionally omitted. .
- 55.4. CONTRACTOR shall document the results of the Work to the satisfaction of SBCTA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA's objectives.
- 55.5. 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.

## **ARTICLE 56. TECHNICAL DIRECTION**

- 56.1. Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.7 of this Contract. The term "Technical Direction" is defined to include, without limitation:
- 56.1.1 Directions to CONTRACTOR which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work;
  - 56.1.2 Provision of written information to CONTRACTOR which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
  - 56.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONTRACTOR to SBCTA under the Contract.
  - 56.1.4 SBCTA may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and project personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONTRACTOR. All administrative modifications shall be documented in writing between the Parties.
- 56.2. 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:
- 56.2.1 Increases or decreases the Scope of Work; Increases or decreases the Scope of Work;
  - 56.2.2 Directs CONTRACTOR to perform Work outside the original intent of the Scope of Work;
  - 56.2.3 In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance unless expressly authorized by SBCTA policy;
  - 56.2.4 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
  - 56.2.5 Interferes with the CONTRACTOR's right to perform the terms and conditions of the Contract; or;

- 56.2.6 Approves any demand or claim for additional payment.
- 56.3. Failure of CONTRACTOR and SBCTA’s Project Manager to agree that the Technical Direction as to design and/or maintenance Work is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the “DISPUTES” Article herein.
- 56.4. All Technical Direction shall be issued in writing by SBCTA’s Project Manager.
- 56.5. CONTRACTOR shall proceed promptly with the performance of Technical Direction issued by SBCTA’s Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONTRACTOR, any instruction or direction by SBCTA’s Project Manager falls within one of the categories defined in 27.2.1 through 27.2.6, CONTRACTOR shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONTRACTOR, SBCTA shall:
- 54.5.1 Advise CONTRACTOR in writing within thirty (30) calendar days after receipt of the CONTRACTOR's letter that the Technical Direction is or is not within the scope of this Contract.
- 54.5.2 Advise CONTRACTOR within a reasonable time whether SBCTA will or will not issue a written amendment.

#### **ARTICLE 57. KEY PERSONNEL**

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects or reallocating any tasks or hours of Work that are the responsibility of Key Personnel to other personnel, CONTRACTOR shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions and resumes to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. However, nothing in this provision shall relieve CONTRACTOR of the obligation to provide certified payroll reports for work that is subject to prevailing wage rates under California law. Diversion or reallocation of Key Personnel shall not be made without prior written consent of SBCTA. CONTRACTOR shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree to the substitution of Key Personnel, SBCTA may terminate the Contract. Key Personnel are

<b>Name</b>	<b>Job Classification/Function</b>
Carson Hoyt	General Manager of Construction and Maintenance
Patrick Fumagalli	Manager of Engineering
Johnnie Neal	Manager of Safety and Quality
Erik Asuncion	Senior Project Manager
Matthew Gommel	Manager of Construction
Todd Sternberg	Commissioning Manager

**ARTICLE 58. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION**

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

**ARTICLE 57. ERRORS AND OMISSIONS**

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

**ARTICLE 59. WARRANTY**

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

**ARTICLE 60. SEVERABILITY**

The partial or complete invalidity of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

**ARTICLE 61. FORCE MAJEURE**

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

**ARTICLE 62. INCORPORATION OF RECITALS**

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

**ARTICLE 63. ENTIRE DOCUMENT**

- 63.1. This Contract constitutes the sole and only agreement governing the Work and supersedes any prior or contemporaneous understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 63.2. No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONTRACTOR hereby stipulates that it has not relied, and will not rely, on same.
- 63.3. 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.

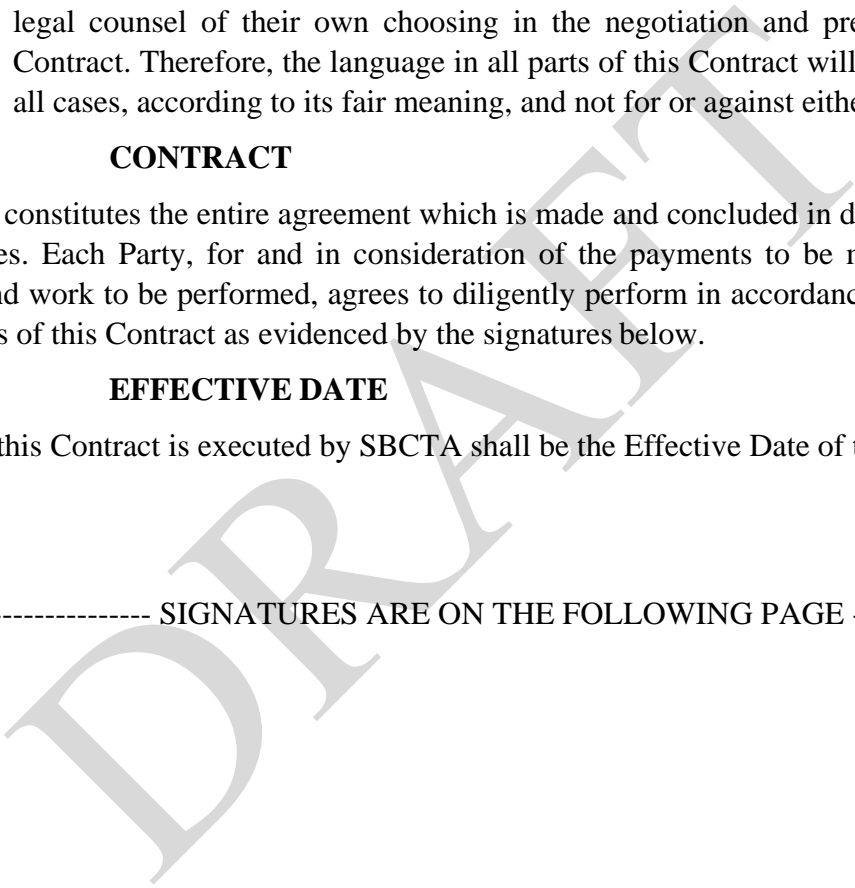
**ARTICLE 64. CONTRACT**

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

**ARTICLE 65. EFFECTIVE DATE**

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

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



Attachment: Contract No. 24-1003143 (10417 : Sole Source Contract No. 24-1003143 Award of Fueling Infrastructure for ZEMU)



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

CONTRACTOR

SAN BERNARDINO COUNTY TRANSPORTATION  
AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Ryan Erickson,  
Vice President of Trillium

Raymond W. Wolfe  
Executive Director

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

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

Licensed in accordance with an act  
providing for registration of  
contractors.

APPROVED AS TO FORM

\_\_\_\_\_  
License Number

By: \_\_\_\_\_

\_\_\_\_\_  
Federal Employer Identification  
Number

Julianna K. Tillquist  
General Counsel

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

CONCURRENCE

By: \_\_\_\_\_

Alicia J. Bullock  
Procurement Manager

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

Attachment: Contract No. 24-1003143 (10417 : Sole Source Contract No. 24-1003143 Award of Fueling Infrastructure for ZEMU)



## 1. GENERAL SCOPE OF SERVICES

SBCTA intends to implement a new Hydrogen Refueling System (HFS) to support integration of a Zero Emission Multiple Unit (ZEMU) rail vehicle (while still considering options for future scalability to fuel a larger fleet of ZEMU vehicles) in the southwestern portion of their existing Arrow Maintenance Facility (AMF) site. The HFS will be a mobile refueling and hydrogen storage system for liquid hydrogen and include all necessary equipment to meet refueling requirements for the ZEMU vehicle. The scope of services or scope of work (SOW) also includes all required civil and safety improvements to the site to meet all applicable codes and standards, including obtaining permits with local authorities having jurisdiction (AHJ).

The SOW covers the hydrogen storage and transfer system to fuel a single ZEMU rail vehicle during testing & commissioning, and revenue transit service. The HFS will be located on site in an outdoor location and will be required to meet the technical requirements as defined in this SOW. The CONTRACTOR shall provide the following for a complete assembled HFS:

- I. Engineering design
- II. Labor
- III. Equipment and materials (mobile unit to be purchased by SBCTA as part of the overall contract. Any temporary refueling equipment needed on a short-term basis can be leased to SBCTA in the interim)
- IV. Construction/Fabrication
- V. Permitting and approvals
- VI. Hydrogen fuel supply and delivery
- VII. Site civil work (bollards, local power connections, pavement markings, grounding of fueling unit, safety upgrades etc. as required for safe operations)
- VIII. Startup, testing and commissioning
- IX. Ongoing facility maintenance and technical support
- X. Training to Southern California Regional Rail Authority (SCRRA) Maintenance and Operations staff on fueling operations and basic maintenance

## 2. MATERIALS AND SERVICES TO BE FURNISHED BY THE CONTRACTOR

CONTRACTOR shall provide all engineering design, labor, supervision, material and equipment necessary to provide an operationally integrated equipment package to meet the performance requirements, and to provide maintenance of the supplied HFS for the duration of the Contract. CONTRACTOR shall provide delivered hydrogen (liquid) for filling the mobile HFS on the AMF Site. CONTRACTOR shall also design and construct a defueling station as part of the overall scope of work.

As a minimum, the mobile HFS must include a system capable of supplying fuel cell grade hydrogen pursuant to the technical specifications of the ZEMU vehicle outlined in Section 4.4. CONTRACTOR must provide a mobile unit which integrates all required equipment including liquid hydrogen storage, buffer storage (if applicable), pumps, vaporizers, chillers, compressors (if applicable), a dispenser and any other equipment necessary to meet operating requirements. Fueling will occur directly from the mobile HFS into the ZEMU vehicle.

CONTRACTOR will provide liquid hydrogen for the duration of the contract and should also demonstrate a backup hydrogen supply should this be required in the case of a shortage or delay of delivery from the primary hydrogen source. The location for the backup hydrogen is identified in the proposal also.

SBCTA is responsible for the power supply to the fueling area; however, CONTRACTOR will be required to connect the mobile refueling unit to the power supply. CONTRACTOR is responsible in identifying additional connection or run if necessary.

## 2.1 100% Design of Hydrogen Fueling System (HFS)

All information contained provided in the RFP document shall be considered as conceptual only. CONTRACTOR shall be responsible for the engineering design and supply of the HFS, including all necessary systems and auxiliaries for proper operation of the system as required and defined by this RFP. CONTRACTOR's execution team shall include engineers licensed in the State of California for the appropriate disciplines to seal and certify the engineering design for construction and manufacturing.

## 2.2 Construction, Testing and Commissioning

CONTRACTOR shall be responsible for manufacturing of the new mobile HFS, as well as any site improvements required for the installation of the system (such as bollards, pavement markings or safety improvements). Once the set-up of the mobile system is complete, CONTRACTOR shall be responsible for all testing, commissioning, and signoffs of the system in order to achieve substantial completion, as mutually agreed to at time of contract, prior to turnover to SBCTA.

## 2.3 Hydrogen Delivery

CONTRACTOR shall provide a reliable supply of 33.3% renewable hydrogen to support SBCTA's operational requirements for the ZEMU vehicle per the hydrogen requirements outlined herein. ~~Failure to meet the hydrogen source requirements during the duration of the Contract will result in penalties, which will be defined during contract negotiations with the successful proposer.~~

## 2.4 Permitting and Approvals

A permit from the City of San Bernardino and San Bernardino County Fire Department may be required to operate the mobile HFS. CONTRACTOR shall obtain all necessary permits from applicable AHJs to operate the HFS. The Project may require fugitive dust and operating permits through coordination with the SCAQMD. CONTRACTOR will be responsible for air emissions permitting if any is required.

## 2.5 Maintenance and Fuel Delivery Period

An SCRRA-designated contractor will perform fueling operations of the new ZEMU rail vehicle; however, CONTRACTOR shall develop an operations training plan and facilitate the necessary training for HFS operations.

CONTRACTOR is responsible for ongoing maintenance for the HFS. CONTRACTOR shall include pricing for a three-year maintenance period which includes a three (3) year initial term and two optional one-year extensions. CONTRACTOR will provide an Operations & Maintenance (O&M) plan for SBCTA's review, comment and approval prior to initial operation, including maintenance manuals.

Availability and fill rate criteria of the HFS are discussed in Exhibit B: Special Provisions

CONTRACTOR must be prepared to respond to unanticipated technical support needs within two (2) hours of notification. Notification shall be automated so that on-call personnel are notified as soon as a defective parameter, emergency stop, or unplanned shutdown has been identified that will impair regular fueling operations.

## 2.6 Hazardous Materials Business Plan

A Hazardous Materials Business Plan (HMBP) that includes a detailed hazardous materials inventory shall be provided for the HFS in accordance with Chapter 6.95 of Division 20 of the California Health and Safety Code (HSC) and California Code of Regulations, Title 19, Division 2, Chapter 4. The HMBP shall also satisfy the federal program under the Emergency Planning and Community Right-to-Know Act (EPCRA) 312 Reporting Requirements. Material Safety Data Sheets (MSDSs) for hazardous materials used in the HFS station shall be provided in compliance with the federal and state Occupational Safety and Health Administrations (OSHA and Cal-OSHA) Hazard Communication Standard.

## 2.7 Progress Review Meetings

CONTRACTOR will attend and participate in regularly scheduled progress review meetings. During the design and manufacturing phase, meetings will be held virtually on a weekly basis, unless otherwise agreed. During the construction, testing and commissioning phases, meetings shall be held weekly on site. During operations, meetings may be required on an as needed basis.

## 3. ENVIRONMENTAL CONDITIONS

The HFS equipment will be installed outdoors on the AMF site. Ambient temperatures in the San Bernardino, California area range from 20° F to 120° F with humidity, wind, dust and barometric pressure typical of the Inland Empire region in Southern California. All equipment proposed for the new HFS shall be within the environmental conditions present within the San Bernardino, California area, as listed in Table 1 below.

**Table 1: Environmental Conditions in the San Bernardino, California, Area <sup>1</sup>**

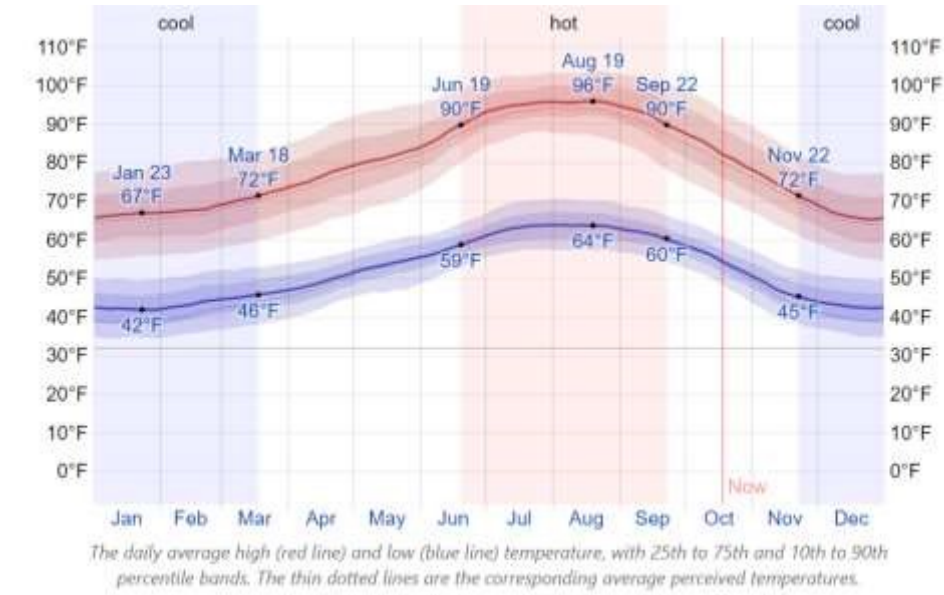
Condition	Maximum	Minimum
Ambient Temperature	120° F (49 C)	20° F (-15° C)
Relative Humidity	100%	5%
Wind:		-
Operating - 1-min wind		-
	40 mph (64 km/h)	
Operating - 3-sec gust	70 mph (113 km/h)	-
Storage - 3-sec gust	100 mph (161 km/h)	-

<sup>1</sup> The information provided in Table 1 (above) is based on environmental conditions present on the San Bernardino County Transportation railroad system within the greater San Bernardino, California area.

As shown in the graph below, the average temperature at the nearby San Bernardino International Airport typically varies from 42° F to 99° F. Further, the rainy period lasts for about 5.4 months, from November 1 to April 13, with a sliding 31-day rainfall of at least 0.5 inches. The month with the most rain is February, with an average rainfall of 2.2 inches<sup>2</sup>. The Proposer shall provide an HFS that can operate within the temperature ranges and relative humidity range, non-condensing, of the Inland Empire region in Southern California. While fueling needs to be possible at any point within the average temperature range for San Bernardino County, the technical fueling requirements (i.e., target refueling time) only need to be met for

a limited temperature range as outlined in Section 4.3. This is to reduce overall energy and operating costs. The site is in a Seismic Design Category E area. The design of the HFS should consider all applicable seismic code requirements.

### Average High and Low Temperature at San Bernardino International Airport



Source: Weather Spark

<sup>2</sup> The typical weather in the City of San Bernardino is based on a statistical analysis of historical hourly weather reports and model reconstructions from January 1, 1980 to December 31, 2016: <https://weatherspark.com/y/1969/Average-Weather-in-San-Bernardino-California-United-States-YearRound>

## 4. PROJECT TECHNICAL REQUIREMENTS

The following section describes the technical requirements and performance specifications for the HFS, including the hydrogen supply and fueling parameters. CONTRACTOR will be responsible for meeting all technical requirements as outlined in this document. As elements of the vehicle design are proprietary, detailed technical information related to the vehicle design was provided separately to the CONTRACTOR; further collaboration with the ZEMU manufacturer may be necessary during design.

### 4.1 General Requirements

- CONTRACTOR will be responsible for providing a mobile hydrogen storage and transfer system for liquid hydrogen which meets the operating conditions outlined in this document and can operate onsite at the AMF. This includes other applicable ambient concerns of the site like adjacent infrastructure (active rail yard and diesel fueling) and designing to meet relevant California earthquake codes and standards.
- A mobile defueling station shall also be designed and constructed as part of the overall scope of work. The system shall be located close to the refueling area for efficiency of operations. It should

allow for safe and controlled defueling of the rail vehicle into the atmosphere based on the specifications provided from the vehicle provider. The defueling station should be considered in CONTRACTOR's overall HAZOP.

#### 4.2 Daily Demand of Hydrogen for One ZEMU Vehicle

- a) CONTRACTOR will be responsible for providing mobile liquid hydrogen storage which is integrated with the dispensing equipment at the AMF.
- b) Per the specifications of the ZEMU vehicle and the anticipated duty cycles for the Arrow service, the daily demand of hydrogen is expected to be up to 270 kilograms per day (1890 kilograms per week) of gaseous hydrogen during planned revenue service.
- c) CONTRACTOR shall be responsible for ensuring the supply and onsite storage meet the daily demand of the single ZEMU vehicle which is 270kg daily. In addition to the daily fueling demands of the ZEMU vehicle, CONTRACTOR shall ensure there is an adequate spare capacity to avoid any service interruptions for the vehicle or 270kg hydrogen at all times. Where possible, CONTRACTOR shall seek to maximize onsite storage to reduce the frequency of hydrogen deliveries while considering efficiencies in storage costs and energy usage.
- d) The hydrogen storage capacity and refueling equipment must be sized accordingly to meet the demand of one ZEMU vehicle while still considering options for future scalability to fuel a maximum of four ZEMU vehicles sequentially. CONTRACTOR should provide information pertaining to the ease of connection to surplus hydrogen storage and capability to fuel four ZEMU vehicles (sequentially). CONTRACTOR can assume an increase in the total daily consumption of hydrogen for the future operations of a full fleet of ZEMU vehicles on the Arrow Service only. If there are significant costs or upgrades associated with increasing the demand, this should be noted in the RFP responses.

#### 4.3 Target Fill Rate and Fueling Protocol

- a) SBCTA's target fueling time for the ZEMU vehicle using a mobile refueler is 75 minutes. This time is allotted to fill all tanks from the minimum tank pressure of 15 bar to a full fill state considered as 350 bar at 20°C (68°F) tank temperature, under normal operating/ambient conditions. For the purpose of the 75 minute fueling time, normal ambient condition will be defined as 95°F. CONTRACTOR shall assume that fueling will primarily occur in the evenings after the daily Arrow service is complete, however, it is possible that fueling could occur at any time of day. CONTRACTOR shall assume that the target refueling time needs to be achieved for an ambient temperature range between 20°F to 95°F (-15°C to 35°C).
- b) The target fueling rates assume that fueling is occurring via a single dispenser into one of the two receptacles on the vehicle at a time (i.e., one bay of 21 hydrogen tanks is filled followed by the second sequentially, for a total of 42 tanks). Proposed fueling will occur at fueling location suggested by CONTRACTOR.
- c) CONTRACTOR will be responsible for selection and sizing of any cryogenic pumps, vaporizing, cooling or compression equipment as needed to meet the target refueling times identified above for a liquid mobile refueler. Similar to the storage capacity, CONTRACTOR shall size the equipment



accordingly to meet the demand of one ZEMU vehicle while considering provisions for back-to-back fueling of ZEMU vehicles. CONTRACTOR should provide information pertaining to the ease of future expansion or ability to accommodate subsequent fueling of the additional three ZEMU vehicles..

- d) CONTRACTOR shall describe a high-level recommended approach to fueling protocol, to comply with SAE J2601/2\_201409 'Fueling Protocol for Gaseous Hydrogen Powered Heavy Duty Vehicles' and shall prevent over-pressurization, overheating, density discrepancies, or other damage to the onboard hydrogen storage system components on the vehicle as described in Section 4.
- e) CONTRACTOR shall incorporate hydrogen detection and monitoring systems into the HFS system (or as required in the refueling location) to ensure issues such as leaks during fueling or loss of pressure in storage tanks are detected immediately and fueling is halted.

#### 4.4 ZEMU Vehicle Technical Specifications and Interface

The following Section 4.4 has been removed from public version of this document as it contains sensitive information on the ZEMU vehicle design which is considered proprietary. This information is available as a separate document.

#### 4.5 Hydrogen Source Requirements

CONTRACTOR shall design the HFS for liquid hydrogen storage. CONTRACTOR should demonstrate availability of a reliable liquid hydrogen supply to support SBCTA's fueling requirements. The hydrogen must be dispensed into the ZEMU vehicle in a gaseous state at the pressures and temperatures specified. CONTRACTOR shall be responsible for supplying any vaporizers, compression, chilling, or other equipment within the mobile HFS to achieve these conditions.

- a) Hydrogen Purity (SAE Standards): Hydrogen must be fuel cell grade and meet ISO SO14687:2019, grade D (EC) / SAEJ2719\_201511. CONTRACTOR shall provide a hydrogen quality assurance plan meeting the requirements of the latest version of ISO 19880-8 for the fueling process.
- b) Percentage Renewable: Hydrogen must initially be a minimum of 33.3% renewable in order to comply with California SB662, and increasing thereafter to maintain compliance with SB662. CONTRACTOR may provide options to achieve 100% renewable upon commencing operations, if available, and should SBCTA choose.
- c) Delivery Distance and Delivery Method: It is anticipated that hydrogen will be delivered to the site via West 3rd Street. Refer to the AMF Site Plan included in Part I: Exhibits for additional information on site access and delivery to site. The distance between the AMF site and the hydrogen source(s), as well as the delivery distance, should be minimized wherever possible to reduce travel time and the risk of delays. Information on the hydrogen production site(s)/source(s) and delivery route/source should be provided as part of the Proposal.
- d) Delivery Vehicle Constraints Per Existing Site: Initial analyses suggest that a maximum allowable delivery vehicle size will be restricted to a WB40 truck (40 foot truck) in order to avoid driving over rail tracks within the AMF Site. Refer to the conceptual truck turning templates included in Part I: Exhibits for more details on the delivery vehicle routing within the AMF property. Longer

vehicles will be considered if CONTRACTOR can demonstrate that this is technically feasible and safe for daily operations and fuel delivery.

- e) Frequency of Delivery: Hydrogen storage on site should be maximized as much as technically possible to limit the frequency of fuel deliveries to the AMF site. Hydrogen deliveries will be strictly regulated for safety reasons. The delivery window for hydrogen fuel will be dictated by SCRRA operations within the AMF property. CONTRACTOR or CONTRACTOR's fuel delivery provider shall coordinate and schedule all deliveries with SCRRA operations and provide a minimum 1 hour notice prior to arrival at the AMF.
- f) Backup Supply: CONTRACTOR should have access to a reliable back-up hydrogen source in the event the primary source is not available. Information regarding the back-up source and supply distance should be provided in the Proposal. The back-up supply should adhere to the same hydrogen standards as the primary source as indicated above.

#### 4.6 Site Layout and Logistics

- a) Mobile HFS Parking Location
  - i. One area within the southern portion of the AMF site has been identified as a potential location to park the mobile HFS. The location is identified in Part I: Exhibits and labeled as Hydrogen Storage Location A.
  - ii. Location A has been identified due to ease of accessibility, limited impact to existing infrastructure and operations within the site, large square footage, available connections to electrical power and flexibility with dispensing locations. CONTRACTOR may propose a solution at an alternate location within the AMF site as long as the proposed layout is feasible, meets required codes and standards, does not hinder daily operation, and is safely and easily accessible for regular hydrogen delivery.
- b) Hydrogen Dispensing/Fueling Location
  - i. Fuel dispensing into the ZEMU vehicle should occur while the vehicle is parked on a track which is near to the mobile HFS under normal fueling operations.
  - ii. There are three tracks north of Hydrogen Storage Location A. These tracks are identified in Part I: Exhibits and are labeled as Track 1, 2 and 3. SBCTA's preference is to dispense hydrogen into the vehicle while it is positioned on Track 1 or 2. However SBCTA understand this may not be feasible if the mobile HFS is not able to be positioned in between the tracks due to spatial constraints. SBCTA will not allow fueling hoses to be left running over tracks and therefore will accept fueling on Track 3 if this is the only technically feasible solution. CONTRACTOR will be required to submit site arrangement drawings to SBCTA in electronic format showing the proposed location of the mobile unit and dispensing orientation relative to the vehicle for review, comment, coordination and approval during the detailed design process.
  - iii. CONTRACTOR will be required to design, furnish and construct any additional site infrastructure upgrades to support safe and functional fueling operations based on existing site conditions. Upgrades may be required based on code compliance of NFPA 2 or based on AHJ requirements for permitting. This may include fencing and/or bollards in the mobile HFS parking location, pavement markings hydrogen delivery or other vehicle positions, safety equipment such as cones during fueling operations, lighting upgrades if applicable based on NFPA2, etc. Refer to Section 13.9 for additional site civil requirements.



#### 4.7 Materials and Equipment

- a) All materials and equipment delivered by CONTRACTOR shall be new and all workmanship, materials and equipment used in all portions of the work shall be of the best quality and shall be free of all defects which would affect the performance or service life of the equipment, or which would cause unsightly or unworkmanlike appearance. Materials are also required to be compatible with hydrogen and not susceptible to hydrogen embrittlement. CONTRACTOR shall submit data sheets for all major equipment and drawings of components to SBCTA in electronic format for review, comment, coordination and approval. Materials should meet all applicable hydrogen standards as specified by the National Renewable Energy Laboratory. Applicable codes and standards are also indicated in Section 4.10.
- b) Material delivered or installed that is not in accordance with the drawings and specifications shall be removed and replaced at CONTRACTOR's expense. If the progress of the work is such that removal is impractical, SBCTA shall have the right to deduct from the final payment/contract value, the amount of money it considers equivalent to the difference in value received.
- c) CONTRACTOR shall, if requested to do so, furnish satisfactory evidence as to the kind and quality of all materials furnished by it as well as compatibility of materials with hydrogen. This includes evidence of pressure retaining capacity of piping and fittings by mill certifications identifying the heat and lot of the metal and relating the part to any fabrication tests used to document safety at high pressures.
- d) Shop testing of all major components shall be witnessed by CONTRACTOR and an SBCTA representative in the fabrication facility of origin at SBCTA's expense. Shop test plans describing the procedures to be followed, the activities to be witnessed, and the form of documentation of acceptance shall be submitted to SBCTA for approval at least two (2) weeks prior to any witnessed shop tests.
- e) CONTRACTOR shall select equipment and components that are code compliant, and meet the following requirements:
  - i. Gas Management Panel: All onboard electronics in the GMP shall be suitable for installation and use in a Class I Division II Group B environment. CONTRACTOR shall clearly state in their proposal if fail-safe solenoid or ball valves are used for hydrogen isolation and/or flow control. A ground lug shall be provided inside the cabinet for connection to the site ground system. This ground shall be permanently tied to the ground connection that also connects to the vehicle as a permissive prior to fueling.
  - ii. Piping and Tubing: Piping and tubing materials selected shall be compatible with the hydrogen fluid in either the gaseous or liquid state, depending on the stage in the process. All pressurized hydrogen piping shall be designed and installed per B31.12, Hydrogen Piping. Piping shall be designed for a minimum 30-year life. Compression connections shall not be used; cone and threaded connection may be accepted; however, welded connections are preferred wherever possible to minimize potential for leakage. Connection details are subject to approval by SBCTA.
  - iii. Valves: Process valves shall be ball-type, non-lubricated with materials compatible with hydrogen fluid in either the gaseous or liquid state, as well as other petroleum products. Valves shall be of fire-safe design meeting the requirements of API 607.
  - iv. Pressure Relief and Gauges: Pressure relief devices and all pressurized hydrogen piping shall be designed and installed per B31.12, Hydrogen Piping. Relief valve vent piping height and separation distance shall comply with the IFC NFPA 2 and CGA G-5.5. All gauges shall comply

with ANSI/UL 404 – Gauges indicating Pressure for Compressed Gas Service. Gauges shall be liquid filled, a minimum of 2.5 inches in diameter, and have a blowout back panel.

v. Storage Tanks: Hydrogen storage tanks shall be designed to be ASME code-stamped pressure vessels meeting the requirements of ASME Section VIII Division 1 or 2. All tanks must include relief valves per ASME Section VIII and CGA (for gaseous hydrogen storage). CONTRACTOR is responsible for the ongoing maintenance and inspection requirements for the tanks for the duration of the maintenance and fuel delivery period. CONTRACTOR must also specify the anticipated lifecycle of the storage tanks in their proposal.

#### 4.8 Inspection and Acceptance

- a) No equipment, supplies, and/or services received shall be deemed accepted until SBCTA has had reasonable opportunity to inspect the equipment, supplies, and/or services.
- b) All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective, or which do not conform to any warranty of CONTRACTOR upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection), may be rejected.
- c) SBCTA's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the SBCTA may have.

#### 4.9 Site Civil and Electrical Infrastructure

- a) CONTRACTOR will be required to design and construct any mitigations identified as part of the CEQA process and as identified in the Environmental Impact Report.
- b) Protective infrastructure: CONTRACTOR shall determine if the HFS positioning requires additional protective infrastructure to be installed (i.e., fencing, bollards and/or pavement markings) based on NFPA, fire marshal, federal, state and other local requirements. CONTRACTOR shall take into account the on-site storage volumes and proximity to other equipment, buildings, vehicles or electrical utilities when making this determination.
- c) Site Lighting: CONTRACTOR shall be responsible for any lighting modifications required for the HFS location and dispensing locations. This includes extending cable and conduit runs for any new light fixtures required. All new light fixtures and accessories shall be rated for a Class 1, Division 2 installation. The hydrogen fueling equipment shall be illuminated to a minimum of 5 ft.-candles and 50 lux for the permanent working area for the hydrogen fueling equipment. Any additional lighting requirements at the interface location between the fueling system and the ZEMU vehicle for fueling operations will be the responsibility of others.
- d) Utilities: During the initial design phase of the work, CONTRACTOR is required to notify SBCTA of any utility requirements (besides power) or potential conflicts with the HFS position and dispensing. SBCTA will determine who will perform the work associated with relocating any utilities or the installation of new utilities in accordance with Article 25 of the General Provisions (Exhibit D). Any final connection of utilities to CONTRACTOR-supplied equipment shall be made by CONTRACTOR.

- e) Water and Sewer: CONTRACTOR shall refer to the as-built utility documents for locations of existing sewer system inlet catch basins in the vicinity of the proposed HFS. Any equipment drains that may contain oils shall have secondary containment, either within the equipment or a curbed containment to allow SBCTA operations to visually inspect the drains prior to discharging to the sewer system. Utility water hose stations will be provided by SBCTA in the HFS area. Any utility water required for proper operation of the HFS shall be identified in CONTRACTOR's proposal.
- f) Power Requirements: As part of a separate contract to upgrade of the AMF maintenance facility, SBCTA will be upgrading electrical capacity to the Hydrogen Dispensing Location A. CONTRACTOR shall assume a 480 V three-phase power feed with a maximum connected electrical load of 225 kW (250 kVA, assuming 0.9 PF), has been allocated for the hydrogen fueling station (HFS) (via a 3" conduit with end of line 400-amp 480V, three phase disconnect switch) and will be available in February 2024. An upgrade to the onsite emergency generator is also planned, however, only normal power will be provided to the HFS, and no HFS loads will be supported by the emergency generator. For any 208 VAC and 120 VAC electrical loads, CONTRACTOR shall include a stepdown transformer. CONTRACTOR shall include with the proposal a preliminary electrical load list for all anticipated loads and indicate whether these are continuous or intermittent loads to assist with final design of the electrical upgrades to the AMF site and for coordination with Southern California Edison. AMF site and coordination Southern California Edison.
- g) Grounding: CONTRACTOR shall include grounding reels or other means for grounding the mobile HFS and hydrogen delivery trucks while parked in the offloading areas.
- h) Operator Communications: SCRRA's current fueling operations implements FuelForce (Product of Multiforce Systems) as a centralized SCADA to automatically monitor Diesel dispensing transactions from terminals at two existing maintenance facility locations. CONTRACTOR will be required to pursue installation of FuelForce-compatible terminal at the AMF to allow for integrated data to automatically capture hydrogen fueling. CONTRACTOR shall prepare an I/O list as part of the detailed design of the HFS that includes the recommended signals and alarms to be communicated in real-time to SCRRA's FuelForce SCADA system.

The fuel dispenser shall communicate the following data:

- i. Vehicle ID
- ii. Grounding confirmation
- iii. Initial pressure at ZEMU fueling interface point
- iv. Initial temperature of supplied hydrogen gas
- v. Ambient temperature
- vi. Fill rate (kg/min) or pulse counter
- vii. Real-time data and final pressure of onboard hydrogen gas storage tanks
- viii. Real-time data and final temperature of supplied hydrogen

The dispenser must be capable of processing this data to control and terminate the fill, as well as pass it along to SCRRA's SCADA system along with other dispenser data, including the following:

- i. Date
- ii. Time of day

- iii. Time – start of fueling event and end of fueling event
- iv. Pressure ramp rate (data sampled every 1/10 seconds)
- v. Tank temperature (data sampled every 1/10 seconds)
- vi. Inlet gas temperature (data sampled every 1/10 seconds)

All signals and alarms to be communicated from the HFS as well as the fueling dispenser, shall be brought back to a common control cabinet. Interconnection of this controls cabinet to the SCRRA's SCADA system will be a requirement and coordination with SCRRA will be required to ensure the system is compatible with their existing FuelForce system. CONTRACTOR should expect to engage with the vehicle supplier regarding fueling protocols during detailed design.

#### 4.10 Codes and Standards

Reference Standards – The latest edition of the following listed codes and standards, as applicable, shall govern design, manufacture, and quality assurance of equipment and material to be supplied. All devices shall comply with nationally published applicable codes. In general, this includes, but is not limited to:

- a. Applicable Federal, State and Local laws, ordinances, and codes for the equipment being provided and installed.
  - i. For example – California Building (Part 1 & 2), Electrical (Part 3), Energy (Part 6), and Fire Codes (Part 9) - Title 24
- b. American Society of Mechanical Engineers (ASME) B31.3 and B31.12
- c. American Society for Testing Materials (ASTM)
  - i. ASTM A-53 – Material Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
  - ii. ASTM 106 – Specification for Seamless Carbon Steel Pipe for High-Temperature Service
  - iii. ASTM A269- Seamless and Welded Austenitic Stainless-Steel Tubing for General Service
  - iv. ASTM A 312 – Seamless and Welded Austenitic Stainless-Steel pipe
- d. American National Standard Institute (ANSI)
  - i. ANSI B16.11 - Forged Steel Fittings, Socket - Welding and Threaded
  - ii. ANSI B16.5 – Pipe Flanges and Flanged Fittings
  - iii. ANSI B16.42 – Ductile Iron Pipe Flanges and Flanged Fittings, Class 150 and 300
  - iv. ANSI NGV 4.1-2018 – Natural Gas Vehicle (or updated equivalent)
  - v. ANSI HGV 4.1-2020 – Hydrogen-Dispensing Systems
- e. Institute of Electrical and Electronics Engineers (IEEE)
- f. Certified Welding Inspectors (CWI)
- g. American Welding Society Standard for Qualification and Certification of Welding Inspectors (AWS – QC1)
- h. National Fire Protection Association (NFPA)
  - i. NFPA 2 – Hydrogen Technologies Code
  - ii. NFPA 70 (Chapter 5) – National Electric Code
- i. Society of Automotive Engineers (SAE)
  - i. SAE J2601-1 - Fueling Protocols for Light Duty Gaseous Hydrogen Surface Vehicles
  - ii. SAE J2601-2/3 - Fueling Protocols for Heavy Duty Gaseous Hydrogen Surface Vehicles
  - iii. (Optional) SAE J2799 - Hydrogen Surface Vehicle to Station Communications Hardware and Software
- j. National Renewable Energy Laboratory: Hydrogen Vehicle and Infrastructure Codes and Standards
- k. Occupational Safety and Health Standards (OSHA)

- l. Tubular Exchangers Manufacturing Association (TEMA) Standards
- m. International Standards Organization 14687: 2019 Hydrogen Fuel Quality – Product Specification
- n. International Standards Organization 19880-8: 2019 Gaseous Hydrogen – Fueling Stations – Part 8: Fuel Quality Control
- o. Standard under development for hydrogen rail vehicle fueling
  - i. Technical Committee TC 9/PT 63341-2
  - ii. IEC 63341-2

CONTRACTOR shall include specific identification of compliance for individual components or subassemblies when specific design, fabrication or installation standards are applicable. CONTRACTOR shall identify working group documents and/or ANSI Hydrogen Vehicle standards that have been met to show knowledge of, and likely conformance with, standards that are yet to be issued final in the U.S. Similarly, the fill rates specified herein will dictate and may result in eliminating some of the requirements of otherwise applicable standards. Please confirm by a narrative in the proposal that the designs will conform to all applicable U.S. and California Codes and Standards. Codes and standards from other jurisdictions are not acceptable.

Failure to mention any governing codes in this Specification does not relieve CONTRACTOR from adhering to all applicable codes and standards which apply to their equipment and services.

In the event of variance between this Specification and the governing code, the stricter requirements shall take precedence unless explicitly stated otherwise herein.

#### 4.11 Health and Safety Requirements

- a) CONTRACTOR shall provide an overarching safety plan: Submit two (2) detailed safety plans (Construction Safety Plan and O&M Safety Plan), after award, including a fire and hydrogen leak detection plan, describing the operation of alarms, the evacuation plan, and any training materials that may be necessary. CONTRACTOR shall fully describe the operation and capabilities of its response to incidents, including hydrogen alarms, integration with fire alarms, and coordination with the local fire department. The intent of the Safety Plan is also to ensure that necessary safety issues have been considered by all participants across the entirety of the Project (design, construction, operation and maintenance).
- b) Hazard and Operability (HAZOP) Review: Safe practices in the production, storage, distribution, and use of hydrogen are essential to protect people, equipment, and the environment. CONTRACTOR shall prepare and lead a HAZOP review early in the design stage, followed by a final HAZOP once the design has been substantially completed to validate safe practices. This will be a CONTRACTOR facilitated meeting in which the design will be analyzed by a qualified board of experts to identify possible failure modes that could result in unacceptable damage to equipment, people or facilities. Following the HAZOP review, a code compliance assessment should be completed by CONTRACTOR in the early or mid-stage of the design phase to ensure all necessary code requirements have been met. This should also include a variety of code checklists to verify NFPA 2 siting requirements, HAZOP safeguard action items, and operational readiness inspections (ORI), among many others. These are used to ensure vulnerabilities have been identified and corrective action items are completed prior to startup. The HAZOP compliance checklists will be owned by CONTRACTOR's Project Engineer who ensures their completion for the HFS. Finally, an Operational and Readiness Inspection is completed prior to startup and owned by CONTRACTOR to verify all checklist items are completed before startup.



- c) Hydrogen Safety Panel (HSP) Coordination: The HSP provides support to SBCTA with a review of CONTRACTOR's proposed approach and fueling protocol. The HSP will participate in some project meetings as a stakeholder to further contribute safety inputs from the hydrogen industry, including HAZOP meetings (as appropriate). The HSP will also participate in the review of the HAZOP. CONTRACTOR should not assume any additional meetings or interface with the HSP for purposes of the bid.
- d) Leak and Flame Detection: Consultant shall implement monitoring of internal HFS piping pressure and flows as a means to achieve leak detection. In addition, the HFS must include provisions for a safe shutdown of hydrogen handling equipment by untrained site personnel in the case of a hydrogen leak. An integrated UV/IR detector or multiband IR detector and hydrogen leak detections shall be provided to fully monitor enclosed spaces where hydrogen may leak, including where transfer operations take place, outside spaces and/or equipment producing or containing hydrogen. CONTRACTOR is allowed to propose a preferred method of leak and flame detection if the system meets code requirements and fueling protocol safety standards. CONTRACTOR will need to coordinate with Stadler on any integrated detection systems and to ensure that monitoring during fueling is coordinated between the infrastructure side and vehicle side.
- e) Maintenance and Vehicle Access: CONTRACTOR shall be fully capable of responding to unanticipated equipment problems over the duration of the contract and discuss in their Proposal how emergency hydrogen supplies can be brought online quickly if the system experiences a problem. Notifications of unanticipated maintenance needs shall be automated so that on-call personnel are notified as soon as a defective parameter, Emergency Stop (ESTOP) or unplanned shutdown occurs that impacts regular fueling of the ZEMU. In addition, all notifications of a leak, fire, or other event requiring an emergency response shall be communicated to local workers onsite, including audible and visual notification devices at strategic on-site locations. CONTRACTOR shall discuss emergency response times (two (2) hours or less) and how this will be accomplished with consideration of access and egress of emergency response vehicles at both the HFS and within the AMF site. For additional information about the AMF site, refer to Section 1.2 in this RFP.
- f) In the case of an emergency response/incident, CONTRACTOR shall collect/dispose the large amount of spent fire water per existing environmental discharge requirements.

#### 4.12 Other Site-Specific Requirements

- a) CONTRACTOR shall be responsible for all health and safety requirements and coordination during equipment installation and construction. CONTRACTOR will be required to submit a site-specific Health and Safety plan to SBCTA for review and approval prior to commencing construction. Coordination on the construction safety requirements with SCRRA will also be required to ensure safe installation and construction of equipment during regular Arrow service operations.
- b) CONTRACTOR should be prepared to install and construct equipment within an active operating rail yard. Specific training will be required for personnel to facilitate installation, construction, operations and maintenance and hydrogen delivery; this should be included as part of the overall proposal.

- c) Site Access: CONTRACTOR shall coordinate site access for CONTRACTOR personnel and deliveries with SBCTA and/or SCRRA security and maintenance staff. CONTRACTOR shall be responsible for maintaining access for CONTRACTOR personnel, including providing shuttles for off-site employee parking, if necessary.
- d) Work Schedule: Work may be conducted on-site at hours established by SBCTA and coordinated with SCRRA. Currently rail operations are most active at the site before and after service periods. CONTRACTOR will be encouraged to work hours that minimize congestion and interference with rail operations at the site during construction and maximize overlap with SCRRA operations during the maintenance and delivery period. Changes in work schedule must be approved by SBCTA in writing at least 48 hours in advance of any change.
- e) Environmental Protection: CONTRACTOR shall provide protective measures to control pollution during construction and remedial activities. Construction activities must not pollute surface water and groundwater, in accordance with all applicable regulations. CONTRACTOR shall drain, collect, transport and properly dispose of any liquids contained in pipelines, conduits or any other components supplied by CONTRACTOR. In addition, CONTRACTOR must comply with the mitigation measures outlined in the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project's Final EIR. The Final EIR is accessible electronically at [Arrow-Maintenance-Facility-Hydrogen-Fuel-Upgrade-Project--Draft-Environmental-Impact-Report-05.05.2021.pdf](#)



## *Minute Action*

AGENDA ITEM: 33

**Date:** March 5, 2025

**Subject:**

Southern California Regional Rail Authority Fiscal Year 2024/2025 Budget Increase for Law Enforcement Services for Metrolink

**Recommendation:**

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

A. Allocate an additional \$822,538 to the Southern California Regional Rail Authority Budget for Fiscal Year (FY) 2024/2025 Metrolink Operations, for a total operating assistance allocation of \$30,392,215, to be paid using Local Transportation Funds (LTF), for dedicated law enforcement for Metrolink service within San Bernardino County.

B. Approve a Fiscal Year 2024/2025 Budget Amendment to increase Program 30, Transit, Task No. 0314 – Transit Operations in the amount of \$1,499,909, to fund SBCTA’s subsidy of the FY 2024/2025 Budget for Metrolink Operations using LTF.

**Background:**

Since the inception of the Arrow service, the San Bernardino County Sheriff’s Department (SBCSD) has provided dedicated law enforcement, covering the 9-mile rail segment between Redlands University and the San Bernardino Downtown stations for both onboard train safety and Right-of-Way patrol. At the July 2024 San Bernardino County Transportation Authority’s (SBCTA) Board of Directors (Board), the Board approved an item directing staff to work with the Southern California Regional Rail Authority (SCRRA) to expand SBCSD dedicated law enforcement to Metrolink service up to the San Bernardino County line. The SBCSD has finalized the level of service and cost estimate of \$822,538 to expand services to the county line, effective April 1, 2025 through June 30, 2025, as shown in Attachment A. The revised total cost to provide dedicated law enforcement for Arrow service and the Metrolink expansion for Fiscal Year (FY) 2024/2025 is \$3,124,236. SBCSD rates and cost established by the San Bernardino County Board of Supervisors. Future year costs will be managed through the annual SCRRA budget and are projected to be approximately \$200,000 higher than was estimated in July. This anticipated increase is attributed to a more robust level of service provided by the SBCSD, as detailed in the following chart:

	Arrow Service	Combined Metrolink + Arrow	
		June 2024 Proposal	February 2025 Proposal
Sergeants	1	1	1
Detective/Corporal	-	1	1
Deputy Sheriff’s	5	12	12
Unmarked Units	6	8	14
Sheriff’s Service Specialist (SSS)	-	-	.5
SSS Pickup Truck	-	-	.5
Office Specialist	-	-	1

Entity: San Bernardino County Transportation Authority

## Board of Directors Agenda Item

March 5, 2025

Page 2

The budget to expand service in San Bernardino County is in addition to the costs that SBCTA is subject to for SCRRA's all-share formula for law enforcement services provided by the Los Angeles Sheriff's Department (LASD). The LASD all-share cost to SBCTA for FY 2024/2025 is \$1,629,130 and has been approved by the Board as part of the FY 2024/2025 budget request. SCRRA has informed staff that SBCTA will continue to be responsible for this cost after SBCSD services become effective. However, staff disagrees with this decision since the LASD contract permits changes and modifications to the Scope of Work. Staff will continue to advocate for modifications to the all-share cost. For the duration that SBCTA funds the all-share cost, the expectation is that LASD will continue to patrol and monitor within San Bernardino County in coordination with the SBCSD.

The expansion of SBCSD to Metrolink will benefit San Bernardino County with quicker response times, greater patrol and enforcement, and a better perception of safety for riders. Staff is seeking approval of this item as outlined in the recommendations, which increases the allocation amount to SCRRA for the dedicated law enforcement and reconciles SBCTA's budget for the FY 2024/2025 Metrolink operating subsidy based on the SCRRA budget previously approved by the Board. SCRRA is seeking approval from their Board in March, to ensure that service can proceed on April 1, 2025.

**Financial Impact:**

Metrolink service operations are included in the adopted Budget for Fiscal Year 2024/2025 and funded with Local Transportation Funds, in Program 30, Transit. A budget increase of \$1,499,909 is required as described in the Recommendation.

**Reviewed By:**

This item has not received prior policy committee or technical advisory committee review. This item is being brought directly to the Board to align with Southern California Regional Rail Authority's Board approval and to ensure law enforcement services can commence on April 1, 2025.

**Responsible Staff:**

Nicole Soto, Multimodal Mobility Programs Administrator

Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

# ATTACHMENT A

## San Bernardino County Sheriff's Department Estimate

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

SCHEDULE A  
LAW ENFORCEMENT SERVICES CONTRACT

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRRA) - REDLANDS COMMUTER TRAIN LINE EXPANSION  
FY 2024/25

Current Level of Service		EXPANSION ESTIMATES EFFECTIVE APRIL 1, 2025 - JUNE 30, 2025		
<u>CURRENT</u>		<u>PROPOSED INCREASES</u>		
<u>LEVEL OF SERVICE</u>	<u>COST</u>	<u>LEVEL OF SERVICE</u>	<u>COST</u>	<u>TOTAL COST</u>
1.00 - Sergeant	\$ 331,910 <sup>1</sup>	0.00 - Sergeant	\$ - <sup>1</sup>	\$ 331,910
0.00 - Detective/Corporal	- <sup>1</sup>	1.00 - Detective/Corporal	70,596 <sup>1</sup>	70,596
5.00 - Deputy Sheriff	1,181,810 <sup>1</sup>	7.00 - Deputy Sheriff	413,634 <sup>1</sup>	1,595,444
0.00 - Sheriff's Service Specialist (SSS)	- <sup>1</sup>	0.50 - Sheriff's Service Specialist (SSS)	11,421 <sup>1</sup>	11,421
0.00 - Office Specialist	- <sup>1</sup>	1.00 - Office Specialist	22,148 <sup>1</sup>	22,148
6.00 - Unmarked Unit - Slick Top	134,656	8.00 - Unmarked Unit - Slick Top	44,885	179,541
0.00 - SSS Pickup Truck	-	0.50 - SSS Pickup Truck	1,396	1,396
Indirect Cost (43.16% of Direct Salaries and Benefits)	653,322 <sup>2</sup>	Indirect Cost (43.16% of Direct Salaries and Benefits)	223,482 <sup>2</sup>	876,804
Overtime	- <sup>3</sup>	Overtime	24,432 <sup>3</sup>	24,432
Indirect Cost (43.16% of Overtime)	- <sup>2</sup>	Indirect Cost (43.16% of Overtime)	10,545 <sup>2</sup>	10,545
<b>Current Cost for FY2024-25</b>	<b>\$ 2,301,698</b>	<b>Proposed Increases for FY2024-25 (Effective April 1st, 2025)</b>	<b>\$ 822,538 <sup>4</sup></b>	<b>\$ 3,124,236 <sup>5</sup></b>

<sup>1</sup> Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. Changes in salary and benefit costs will be billed to SCRRRA on a quarterly invoice.

<sup>2</sup> Indirect Cost rate approved by the Auditor-Controller/Treasurer/Tax Collector's Office on January 10, 2025.

<sup>3</sup> Overtime will be billed on a quarterly basis for actual hours worked to provide services under this Agreement.

<sup>4</sup> Proposed scenario calculated to illustrate partial (mid-year) implementation (effective April 1st, 2025 through June 30,2025).

<sup>5</sup> SCRRRA is responsible for training and travel costs (paid directly or billed by the County in addition to amounts in the Schedule A).

## *Minute Action*

AGENDA ITEM: 34

***Date:*** March 5, 2025

***Subject:***

ONT Connector: Adopt Final Environmental Impact Report

***Recommendation:***

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

A. Conduct a Public Hearing to consider the Ontario International Airport Connector Project and related Environmental Impact Report.

B. Adopt Resolution No. 25-061 making findings necessary to approve the Mitigation Monitoring and Reporting Program, adopting a Statement of Overriding Considerations, and certifying the Final Environmental Impact Report.

***Background:***

San Bernardino County Transportation Authority (SBCTA) is proposing the ONT Connector Project (proposed Project) to improve accessibility by providing a direct transportation link between the Cucamonga Metrolink Station and the Ontario International Airport (ONT) using autonomous electric vehicle technology. This new connection would increase mobility and connectivity for transit patrons, improve access to existing transportation services, provide a connection to future Brightline West service to/from ONT, and use clean emerging technology for transit opportunities between Cucamonga Metrolink Station and ONT. The proposed Project will reduce travel times, improve transit reliability, and improve connectivity to ONT by connecting with other transit operations. The proposed Project includes the construction of transit facilities, including a 4.2-mile tunnel alignment, three at-grade passenger stations, one maintenance and storage facility, and one emergency access and ventilation shaft. The alignment for the proposed Project will primarily consist of a 4.2-mile underground, single, bidirectional tunnel (24-foot inner diameter), following a reversed L-shaped route to provide a direct transit connection between the Cucamonga Metrolink Station and ONT, traveling primarily under Milliken Avenue and East Airport Drive. The proposed Project would include the operation of autonomous electric vehicles that would transport passengers between the stations.

SBCTA is the lead agency for the ONT Connector Project Environmental Impact Report (EIR), which has been developed in a manner that addresses the requirements of the California Environmental Quality Act (CEQA). Separately, but in parallel with the preparation of the CEQA EIR, an Environmental Assessment (EA) has been prepared in coordination with the Federal Transit Administration (FTA) as the lead agency to comply with the requirements of the National Environmental Policy Act (NEPA). In compliance with NEPA, FTA is anticipated to issue a Record of Decision (ROD) for the ONT Connector Project in March 2025.

An EIR has been prepared to evaluate the significant or potentially significant environmental impacts associated with the implementation of the proposed Project and address appropriate and feasible mitigation measures and alternatives that would mitigate or eliminate those impacts. The Draft EIR evaluated two alternatives: the No Project Alternative and the proposed Project. Detailed information about previous alternatives considered but ultimately withdrawn from

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

March 5, 2025

Page 2

further consideration is available in the Final EIR, Appendix D. The Final EIR is being provided as a separate attachment to this agenda.

After consideration of the findings in the EIR and comments received on the proposed Project during the public comment period, SBCTA staff is recommending that the Board adopt Resolution No. 25-061 making Findings of Fact, adopting a Statement of Overriding Considerations and certifying the Final EIR for the ONT Connector Project and approve the proposed Project, as described in the Final EIR.

SBCTA filed a Notice of Preparation (NOP) with the California Office of Planning and Research on July 5, 2022, indicating that an EIR would be prepared for this proposed Project. A public notification was circulated to the public for a public review period of 30 days, beginning on July 5, 2022, and ending on August 5, 2022. A virtual public scoping meeting was held on July 20, 2022.

Upon completion of the Draft EIR and EA, the Notice of Availability (NOA) and Notice of Completion (NOC) for the Draft EIR and EA were published with the State Clearinghouse on October 18, 2024. The Draft EIR was distributed to agencies, stakeholders, organizations, the general public, and other interested parties for a 46-day public comment period in accordance with Section 15087 of the CEQA guidelines. Copies of the Draft EIR and EA were made available at libraries in proximity to the proposed Project and at SBCTA. SBCTA hosted a virtual public hearing via Zoom on November 13, 2024, to provide information about the proposed Project, the Draft EIR and EA, as well as to inform the public about how to submit official comments and questions during the public comment period. A total of 141 comments were received during the public comment period, which were included in the Final EIR along with written responses to each comment letter. On February 21, 2025, the Final EIR and NOA were published for public review on the SBCTA ONT Connector Project website ([goSBCTA.com/ONTconnector](http://goSBCTA.com/ONTconnector)). Notification of the availability of the Final EIR for public review was provided to the agencies, organizations, and individuals who provided comments on the Draft EIR. Notifications were sent primarily by email. One notification was sent by certified mail to a commenter who submitted a comment by mail and did not provide an email address.

In addition, a public outreach effort was conducted at ONT on November 14, 2024. SBCTA partnered with ONT to inform and survey passengers and airport employees about the ONT Connector Project and to provide information about the Draft EIR public comment period. The outreach team engaged with 50 members of the public at Terminal 2 and Terminal 4 of ONT, including airport employees and passengers, many of whom were San Bernardino County residents.

Proposed Resolution No. 25-061 contains the findings required by CEQA in order to certify the Final EIR and approve the project under California law. The Final EIR concludes that implementation of the mitigation measures would reduce the potentially significant environmental impacts associated with the proposed Project to a less than significant level, except for air quality and paleontological resources. CEQA requires that, where impacts are unavoidable because it has been determined that no feasible mitigation is available, the certifying agency must adopt a Statement of Overriding Considerations before it may legally approve the project. The Statement of Overriding Consideration must set forth the basis on which the agency

Board of Directors Agenda Item  
March 5, 2025  
Page 3

finds that the benefits of the project outweigh, or override, the remaining adverse environmental impacts. The proposed resolution contains the Statement of Overriding Considerations for the proposed Project as recommended by staff.

**Financial Impact:**

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

**Reviewed By:**

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel has reviewed this item and the draft Resolution. This item is being presented directly to the full Board since a public hearing is required as noted under Recommendation A.

**Responsible Staff:**

Victor Lopez, Director of Transit & Rail Programs

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:



**RESOLUTION NO. 25-061**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY MAKING FINDINGS NECESSARY TO CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT, INCLUDING THE MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTING THE STATEMENT OF OVERRIDING CONSIDERATIONS.**

(State Clearinghouse Number 2022070039)

**WHEREAS**, the San Bernardino County Transportation Authority (SBCTA) is proposing the construction and implementation of the Ontario International Airport (ONT) Connector Project (proposed Project), a 4.2-mile underground, single, bidirectional tunnel (24-foot inner diameter), providing a direct transportation link between the Cucamonga Metrolink Station and ONT using autonomous electric vehicle technology; and

**WHEREAS**, SBCTA acting as the lead agency for the California Environmental Quality Act (CEQA) has prepared an Environmental Impact Report (EIR), State Clearinghouse Number 2022070039, that evaluates the environmental impacts of the proposed Project; and

**WHEREAS**, the Federal Transportation Authority (FTA) acting as the lead agency for the National Environmental Policy Act (NEPA), has prepared an Environmental Assessment (EA) that evaluates the environmental effects of the Build Alternative; and

**WHEREAS**, separately but in parallel, SBCTA prepared an EIR and the FTA prepared the EA for the proposed Project, this resolution only addresses the EIR that is under the purview of the SBCTA, and

**WHEREAS**, a Notice of Preparation (“NOP”) of the Draft EIR was filed with the State Clearinghouse on July 5, 2022, and was circulated for public comments from July 5, 2022 through August 5, 2022. A virtual public scoping meeting was held on July 20, 2022 via Zoom; and

**WHEREAS**, a Notice of Availability (NOA) and Notice of Completion (NOC) and the Draft EIR were published and made available to agencies, stakeholders, organization, the general public and interested parties on October 18, 2024. The Draft EIR was also submitted to the State Clearinghouse on October 18, 2024. Notices for the NOA were also published in newspaper advertisements in the SB Sun, Daily Bulletin, and Press-Enterprises; geotargeting ads; electronic distribution (e-blasts), social media posts; earned media; and a digital outreach toolkit; and

**WHEREAS**, the Draft EIR was released for a 46-day public comment period, from October 18, 2024 to December 2, 2024. During the public comment period, the Draft EIR was made available for public review on the SBCTA website and hard copies were provided at the following locations: Law Library for San Bernardino County (8409 Utica Avenue, Rancho Cucamonga, CA 91739), Rancho Cucamonga Public Library (12505 Cultural Center Drive Rancho Cucamonga, CA 91739),

Ovitt Family Community Library (215 East C Street Ontario, CA 91764), and SBCTA Offices (1170 West 3rd Street, 2nd Floor, San Bernardino, CA 92410), and

**WHEREAS**, a virtual public hearing was held during the Draft EIR public comment period on November 13, 2024 via Zoom. During the public review and comment period for the Draft EIR, a total of 141 comments were received and responses to comments were incorporated into the Final EIR prepared in accordance with CEQA and the State CEQA Guidelines; and

**WHEREAS**, on February 21, 2025, the Final EIR was published and commenters of the Draft EIR were notified of the responses to the comments. Also, notices of the March 5, 2025 SBCTA Board Meeting were mailed out to the project mailing list on February 21, 2025, and posted on the SBCTA website; and

**WHEREAS**, the SBCTA Board of Directors held a public meeting on March 5, 2025, which included the ONT Connector Project and the EIR as an item on the meeting agenda; and

**WHEREAS**, the SBCTA Board of Directors has carefully reviewed the Final EIR and all other relevant information contained in the record for the project; and

**WHEREAS**, the Final EIR evaluated the significant or potentially significant environmental impacts associated with the proposed Project and addresses appropriate and feasible mitigation measures and alternatives that would mitigate or eliminate those impacts; and

**WHEREAS**, the proposed Project includes significant and unavoidable impacts to air quality, and Paleontological Resources during construction. The construction of the proposed Project in combination with other cumulative projects would exceed the significance thresholds for air quality. In addition, tunnel boring activity, even with mitigation measures, could potentially impact scientifically significant paleontological resources; and

**WHEREAS**, all other legal prerequisites to the adoption of this resolution have occurred,

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The Board hereby certifies the Final EIR was completed in compliance with CEQA, that the Board has reviewed and considered the information in the Final EIR, and that the Final EIR reflects the independent judgment of the Board as the CEQA lead agency.

**SECTION 2.** Consistent with Section 15082 of the State CEQA Guidelines, SBCTA circulated a NOP informing agencies and the general public that an EIR would be prepared for the project. The Board finds that there are no impacts for agriculture and forest resources, mineral resources, and wildland fires.

**SECTION 3.** The attached Findings of Fact/Statement of Overriding Considerations is incorporated by reference into this Resolution.

**SECTION 4.** Consistent with Sections 15091 and 15092 of the State CEQA Guidelines, and as detailed in the Final EIR and the attached Findings of Fact/Statement of Overriding Considerations, the Board finds that there are less than significant impacts for Aesthetics; Energy; Greenhouse Gas Emissions; Noise and Vibration; Population and Housing; Public Services and Recreation; Utilities and Service Systems; and Growth-Inducing.

Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines, the Board finds that the significant environmental impacts as identified for Air Quality; Biological Resources; Cultural Resources; Geology, Soils, and Seismicity; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use and Planning; Transportation and Traffic; and Tribal Cultural Resources can feasibly be avoided, eliminated, or substantially lessened through the adoption of proposed mitigation measures recommended in the Final EIR, as described below. The complete set of mitigation measures are provided in Chapter 4 (Mitigation Monitoring and Reporting Program) of the Final EIR. The remaining significant and unavoidable impacts that cannot be fully mitigated, as discussed in Section 4 of this Resolution but are nevertheless found to be acceptable due to overriding considerations, discussed in Section 7 of this Resolution.

**SECTION 5.** Consistent with Sections 15093 of the State CEQA Guidelines, the Board finds that significant and unavoidable impacts in the areas of air quality and paleontological resources cannot feasibly be avoided or mitigated to less-than-significant levels. Nevertheless, these impacts are found to be outweighed by overriding considerations and benefits, as discussed in Section 7 of this Resolution.

#### 1. Air Quality

The Final EIR determined that cumulative development would result in a significant impact in terms of violation of an air quality standard or a substantial contribution to an existing or projected air quality violation. South Coast Air Quality Management District (SCAQMD) recommends that individual projects that exceed the SCAQMD recommended daily thresholds for project-specific impacts be considered to cause a cumulatively considerable increase in emissions for those pollutants for which the Basin is in non-attainment. Although the proposed Project would not violate air quality standards or result in a cumulatively considerable net increase in ozone (oxides of nitrogen [NO<sub>x</sub>], as an ozone precursor), PM<sub>10</sub>, and PM<sub>2.5</sub>, MM-AQ-1 would be implemented during construction to address potential impacts for PM<sub>10</sub> and PM<sub>2.5</sub> fugitive emissions. The construction of the proposed Project would include PM<sub>10</sub> and PM<sub>2.5</sub> emissions, and development of the cumulative projects would, in combination with the proposed Project, exceed the same significance thresholds and result in a significant cumulative impact. Therefore, the proposed Project's contribution would be cumulatively considerable, and the cumulative impact would be significant and unavoidable.

Consistent with Sections 15093 of the State CEQA Guidelines, as detailed in the attached Findings of Fact/Statement of Overriding Considerations, the Board finds that changes or alterations have been required in, or incorporated into, the proposed Project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR. At the same time, specific economic, legal, social, technological, or other considerations make infeasible the implementation of mitigation

measures to reduce all impacts to less than significant levels. See Findings of Fact/Statement of Overriding Considerations, Table 2.1.

## 2. Paleontological Resources

The Final EIR determined that boring for the 24-foot-inner-diameter tunnel would take place at a minimum of 30-feet and down to 70 feet below ground surface through the use of a tunnel boring machine. Tunnel boring would occur at depths that may potentially affect the paleontologically sensitive Young Alluvial Fan Deposits, Unit 4, below a depth of 5 feet; Young Alluvial Fan Deposits, Undivided, below a depth of 5 feet; and Young Eolian Deposits below a depth of 5 feet. As such, boring for the main tunnel would have the potential to impact scientifically significant paleontological resources. Boring activities would have the potential to result in a significant impact to paleontological resources. MM-PAL-1, MM-PAL-2, MM PAL 3, and MM-PAL-4 would be implemented for the proposed Project requiring hiring a paleontological resource specialist, conducting construction worker training, monitoring, and preparing a mitigation plan during construction in the event of discovery of paleontological resources; however, even with implementation of MM-PAL-1, MM PAL-2, MM-PAL-3 and MM-PAL-4, avoidance is not feasible, and the impact would remain significant and unavoidable.

Consistent with Sections 15093 of the State CEQA Guidelines, as detailed in the attached Findings of Fact/Statement of Overriding Considerations, the Board finds that changes or alterations have been required in, or incorporated into, the proposed Project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR. At the same time, specific economic, legal, social, technological, or other considerations make infeasible the implementation of mitigation measures to reduce all impacts to less than significant levels. See Findings of Fact/Statement of Overriding Considerations, Table 2.1.

**SECTION 6.** Consistent with Sections 15091, 15092, and 15093 of the State CEQA Guidelines, and as detailed in the EIR, incorporated herein by reference, as well as the attached Findings of Fact/Statement of Overriding Considerations, the Board finds that, based on the impacts of the proposed project:

- (a) No Project Alternative – The No Project Alternative would result in no new direct electrically powered, on-demand fixed transit service connection from Cucamonga Metrolink Station to ONT. Omnitrans currently operates a limited-service bus route to ONT, known as ONT Connect or Route 380, which would remain operational under the No Project Alternative. However, the existing bus system is limited to bi-directional (northbound and southbound) service frequencies ranging from 35-60 minutes and travels with general/mixed traffic on existing roadways, which could result in increased travel times and reliability issues for transit passengers during periods of heavy roadway congestion. The No Project Alternative assumes that the existing roadway system near ONT (such as the I-10 and Interstate 15 [I-15]) will implement some planned expansion and improvement projects and undergo routine maintenance activities.

- (b) Proposed Project – The proposed Project would improve accessibility by providing a direct transportation link between the Cucamonga Metrolink Station and ONT using autonomous electric vehicle technology. The ONT Connector Project will reduce travel times, improve transit reliability, and improve connectivity to ONT by connecting with other transit operations. The ONT Connector Project includes construction of transit facilities, including a 4.2-mile tunnel alignment, three at-grade passenger stations, one maintenance and storage facility, and one emergency access and ventilation shaft. The alignment for the proposed Project will primarily consist of a 4.2-mile underground, single, bidirectional tunnel (24-foot inner diameter), following a reversed L-shaped route to provide a direct transit connection between the Cucamonga Metrolink Station and ONT, traveling primarily under Milliken Avenue and East Airport Drive. The proposed Project would include the operation of autonomous electric vehicles that would transport passengers between the stations.

**SECTION 7.** The preceding Findings and the attached Findings of Fact/Statement of Overriding Considerations, although based primarily on conclusions in the Final EIR, have not attempted to describe the full analysis of each environmental impact contained in the Final EIR. Instead, the Findings incorporate by reference the discussions and analyses in the Final EIR and supporting reference documents for the Final EIR’s determinations regarding the nature and severity of the impacts of the proposed Project and mitigation measures designed to address those impacts. In making these Findings, the Board ratifies, adopts, and incorporates into these Findings the analysis and explanation in the Final EIR and ratifies, adopts, and incorporates in these Findings the determinations and conclusions of the Final EIR.

**SECTION 8.** The Final EIR found that the proposed Project would result in significant unavoidable adverse impacts in the areas of air quality and paleontological resources. Consistent with Section 15093 of the State CEQA Guidelines, the Board hereby adopts a Statement of Overriding Considerations and finds that the benefits of the proposed Project, as outlined below, outweigh its unavoidable environmental impacts and thus render those impacts acceptable. See also Section 4 of the attached Findings of Fact/Statement of Overriding Considerations. Any one of these reasons is sufficient to justify approval of the proposed Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the Board would stand by its determination that each individual reason is sufficient in and of itself. The substantial evidence supporting the various benefits can be found in the preceding Findings, which are incorporated by reference into this section, and in the documents found in the Record of Proceedings. The Board also finds that the proposed Project is consistent with the statement of purpose and need as detailed in the EIR, incorporated herein by reference.

The proposed Project provides an economically viable way to support future population, travel, and employment growth by providing more transit options to ONT. The proposed Project would expand access options to ONT by providing a convenient and direct connection between ONT and the Southern California Regional Rail Authority network for air passengers and employees. The proposed Project would support near-term and long-term projected passenger and job growth at ONT. The proposed Project supports the innovative use of autonomous vehicle technology for a transit project and

demonstrates cost-effective construction tunneling techniques. The proposed Project encourages a mode shift away from single-occupancy vehicles to transit, which reduces travel times, congestion on the surrounding road network, and improves air quality by reducing criteria pollutants and greenhouse gas emissions.

**SECTION 9.** Consistent with CEQA Section 21081.6(a), the documents that constitute the record of proceedings for approving this proposed Project are located in the SBCTA office, 1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California. The custodian of these documents is Mr. Victor Lopez, P.E., Director of Transit and Rail Programs.

**SECTION 10.** Consistent with Public Resources Code Section 21081.6, the Board approves the Final EIR and adopts the Mitigation Monitoring and Reporting Program to mitigate or avoid significant impacts of the proposed Project on the environment, as detailed in this Resolution and the attached Findings of Fact/Statement of Overriding Considerations, and to ensure compliance during project implementation.

**SECTION 11.** The Board approves the proposed Project as more fully described in the Final EIR.

**SECTION 12.** This Resolution is effective upon its adoption.

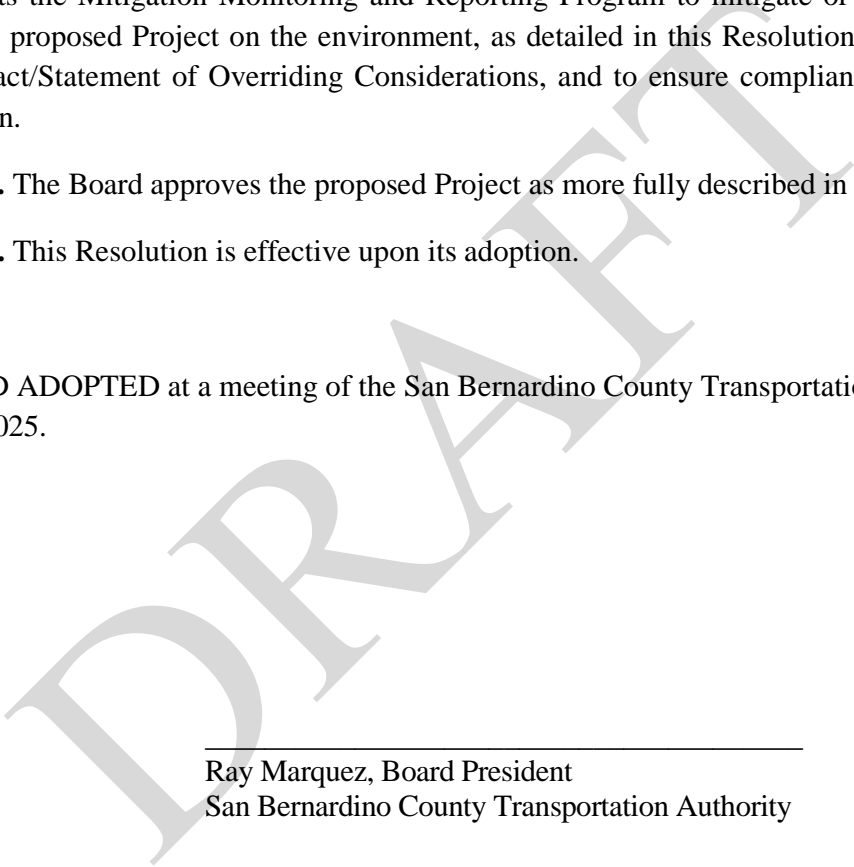
PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on March 5, 2025.

Ayes:

Nays:

Abstained:

Absent:



\_\_\_\_\_  
Ray Marquez, Board President  
San Bernardino County Transportation Authority

Attest:

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

Attachment: SBCTA\_ONTConnectorProject\_Resolution (10762 : ONT Connector: Adopt Final Environmental Impact Report)



# Ontario International Airport Connector Project



## Findings of Fact/ Statement of Overriding Considerations

February 2025



Prepared for:

San Bernardino County Transportation Authority  
1170 West Third Street, Second Floor  
San Bernardino, California 92410-1715





# Table of Contents

**ACRONYMS AND ABBREVIATIONS ..... ii**

**1 INTRODUCTION ..... 1-1**

**2 CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS..... 2-1**

    2.1 INTRODUCTION..... 2-1

**3 FINDINGS REGARDING PROJECT ALTERNATIVES..... 3-1**

    3.1 INTRODUCTION..... 3-1

    3.2 PROJECT OBJECTIVES ..... 3-1

    3.3 SELECTION OF ALTERNATIVES ..... 3-1

    3.4 PROJECT ALTERNATIVE FINDINGS..... 3-2

**4 STATEMENT OF OVERRIDING CONSIDERATIONS ..... 4-1**

    4.1 INTRODUCTION..... 4-1

    4.2 SIGNIFICANT ADVERSE IMPACTS ..... 4-1

        4.2.1 Air Quality ..... 4-1

        4.2.2 Paleontological Resources ..... 4-2

    4.3 FINDINGS..... 4-2

    4.4 OVERRIDING CONSIDERATIONS..... 4-3

        4.4.1 Proposed Project Benefits ..... 4-3

## Tables

Table 1.1. Required Approvals and Permits..... 1-2

Table 2.1. CEQA Findings for the Proposed Project..... 2-3

Table 3-1. Alternatives Previously Considered but Withdrawn from Further Consideration ..... 3-3

## ACRONYMS AND ABBREVIATIONS

Caltrans	California Department of Transportation
CEQA	California Environmental Quality Act
DMU	Diesel Multiple Unit
EIR	Environmental Impact Report
EJ	Environmental Justice
FEMA	Federal Emergency Management Agency
I-10	Interstate 10
I-15	Interstate 15
LOS	Level of Service
LRT	Light Rail Transit
MBTA	Migratory Bird Treaty Act
MM	mitigation measure
MSF	maintenance and storage facility
NOx	oxides of nitrogen
ONT	Ontario International Airport
PM10	Particulate Matter sized 10 microns or less in diameter
PM2.5	Particulate Matter sized 2.5 microns or less in diameter
Proposed Project	SBCTA Ontario International Airport Connector Project
ROW	Right-of-way
SBCTA	San Bernardino County Transportation Authority
SCAQMD	South Coast Air Quality Management District
TBM	tunnel boring machine



## 1 INTRODUCTION

This document presents the Findings of Fact and Statement of Overriding Considerations that must be adopted by the San Bernardino County Transportation Authority (SBCTA) pursuant to the requirements of Sections 15091 and 15093, respectively, of the California Environmental Quality Act (CEQA) Guidelines prior to the approval of the SBCTA Ontario International Airport (ONT) Connector Project (proposed Project).

This document is organized as follows:

- **Chapter 1** — Introduction to the Findings of Fact and Statement of Overriding Considerations.
- **Chapter 2** — Presents the CEQA Findings of the Environmental Impact Report (EIR).
- **Chapter 3** — Presents the alternatives to the proposed Project and evaluates them in relation to the findings contained in Section 15091(a)(3) of the CEQA Guidelines. SBCTA must consider and make findings regarding alternatives when a project would involve environmental impacts that cannot be reduced to a less than significant level, or cannot be substantially reduced, by proposed mitigation measures.
- **Chapter 4** — Presents a Statement of Overriding Considerations that is required in accordance with Section 15093 of the CEQA Guidelines for significant impacts of the proposed Project that cannot be mitigated to a less than significant level.

The proposed Project involves the construction of a 4.2-mile tunnel alignment, three at-grade passenger stations, a maintenance and storage facility (MSF), and an access and ventilation shaft, all in the City of Rancho Cucamonga and the City of Ontario within the County of San Bernardino. The proposed alignment would run primarily within a single underground tunnel (24-foot-inner-diameter bidirectional tunnel) that begins at Cucamonga Metrolink Station and travels south along Milliken Avenue and crosses beneath 6th Street and 4th Street, Interstate 10 (I-10), and the Union Pacific Railroad, before traveling west beneath East Airport Drive to connect to Terminals 2 and 4 at ONT. The proposed Project would include autonomous electric vehicles that would be grouped and queued at their origin station and depart toward the destination station once boarded with passengers.

The purpose of the proposed Project is to expand access options to ONT by providing a direct transportation connection from Cucamonga Metrolink Station to ONT. This new connection would increase mobility and connectivity for transit patrons, improve access to existing transportation services, provide a connection to future Brightline West service to/from ONT, and use clean, emerging technology for transit opportunities between Cucamonga Metrolink Station and ONT.

Under the proposed Project, one significant unavoidable impact would occur on a project level for paleontological resource and one significant unavoidable impact would occur for cumulative air quality.

However, in comparison to the previous alternatives considered but withdrawn from further consideration and the No Project Alternative (which includes planned expansion, improvement projects and routine maintenance activities for the existing roadway system and transit facilities), SBCTA finds that the proposed Project Alternative is the environmentally preferred alternative.

Implementation of the proposed Project would require discretionary actions and permits from the agencies listed in Table 1.1.

**Table 1.1. Required Approvals and Permits**

#	Requirement/Permit	Permitting Agency
1	Draft Cooperating Coordination Agency Plan	Federal Transit Administration, SBCTA
2	National Environmental Policy Act Compliance	Federal Transit Administration
3	Form 7460-2-Parts 1 and 2 Obstruction Evaluation/Airport Airspace Evaluation	Federal Aviation Administration
4	California Environmental Quality Act Compliance	SBCTA
5	Section 106 of the National Historic Preservation Act (NHPA) Consultation	State Historic Preservation Officer
6	Air Quality Permit (stationary equipment)	South Coast Air Quality Management District
7	Construction General Permit	State Water Resources Control Board
8	Encroachment Permits	Caltrans, Cities of Ontario and Rancho Cucamonga
9	Discretionary Permit for Airport Property	City of Ontario
10	Tree Removal Permits	Cities of Ontario and Rancho Cucamonga
11	Building Permits	Cities of Ontario and Rancho Cucamonga
12	Airport Development Advisory Board approval (design phase)	Ontario International Airport Authority



## 2 CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

### 2.1 INTRODUCTION

This chapter presents the potential impacts that were identified in the EIR and the findings that are required in accordance with Section 15091 of the CEQA Guidelines. The possible findings for each significant and/or potentially significant adverse impact are as follows:

- a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
- b) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
- c) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR.

CEQA requires that the Lead Agency adopt mitigation measures or alternatives, where feasible, to avoid or substantially reduce significant environmental impacts that would otherwise occur as a result of a project. Project modification or alternatives are not required, however, where they are infeasible or where the responsibility for modifying the project lies with some other agency (CEQA Guidelines Section 15091, subd. (a), [3]). Public Resources Code Section 21061.1 defines “feasible” to mean “capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors.” (See also Citizens of Goleta Valley v. Board of Supervisors [Goleta II] [1990] 52 Cal.3d 553, 565 [276 Cal. Rptr. 410])

Only after fully complying with the findings requirement can an agency adopt a Statement of Overriding Considerations (Citizens for Quality Growth v. City of Mount Shasta [1988] 198 Cal. App.3d 433, 442, 445 [243 Cal. Rptr. 727]). CEQA requires the Lead Agency to state in writing the specific rationale to support its actions based on the Final EIR and/or information in the record. This written statement is known as the Statement of Overriding Considerations. The Statement of Overriding Considerations provides the information that demonstrates the decision-making body of the Lead Agency has weighed the benefits of the project against its unavoidable adverse effects in determining whether to approve the project. If the benefits of the project outweigh the unavoidable adverse environmental effects, the adverse effects may be considered “acceptable.”

The California Supreme Court has stated that “the wisdom of approving any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply



it simply requires that those decisions be informed, and therefore balanced.” (Goleta II, 52 Cal.3d 553, 576 [276 Cal. Rptr. 401].)

This document presents the SBCTA findings as required by CEQA, cites substantial evidence in the record in support of each of the findings, and presents an explanation to supply the logical step between the finding and the facts in the record. (CEQA Guidelines Section 15091). Additional facts that support the findings are set forth in the Draft EIR, the Final EIR, staff reports, and record of proceedings.

Table 2-1 (CEQA Findings for the Proposed Project) summarizes the potentially significant impacts of the EIR that were reduced to less than significant levels with mitigation, as well as the significant unavoidable impacts, as currently proposed for certification and adoption of the proposed Project.



**Table 2.1. CEQA Findings for the Proposed Project**

Environmental Topic	Impact Statement	Impact Summary	Findings
Air Quality	Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under any applicable federal or state ambient air quality standard?	The proposed Project would exceed South Coast Air Quality Management District (SCAQMD) thresholds for the pollutants and precursors of ozone for which the Basin is in nonattainment. Therefore, the proposed Project would make cumulatively considerable contributions of these pollutants during construction of the proposed Project. MM-AQ-1 would be implemented during construction to address potential impacts for Particulate Matter sized 10 microns or less in diameter (PM <sub>10</sub> ) and Particulate Matter sized 2.5 microns or less in diameter (PM <sub>2.5</sub> ) in fugitive emissions and implement dust control measures to reduce impacts. MM-AQ-1 will be implemented during construction activities to reduce emissions to the extent feasible, but the potential impact will not be reduced to a less than significant impact. Furthermore, there are no feasible mitigation measures available to reduce operational emissions below SCAQMD levels. Therefore, the proposed Project would result in a significant and unavoidable cumulative air quality impact.	Per CEQA Section 15091(c), SBCTA finds that even with implementation of all feasible mitigation measures and compliance with applicable requirements, construction emissions of the proposed Project would result in an exceedance of established thresholds for daily emissions in the cumulative scenario. No feasible mitigation measures in addition to MM-AQ-1 are available.
Biological Resources	Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by California Department of Fish and Wildlife or United States Fish and Wildlife Service?	Proposed Project implementation and construction-related activities may result in the disturbance of nesting species protected by the Migratory Bird Treaty Act (MBTA). Prior to the onset of ground disturbing activities, SBCTA shall implement MM-BIO-1, MM-BIO-2, and MM-BIO-3, which require surveys for nesting MBTA species and burrowing owls, a restriction on construction activities if nests are found during the breeding season, and appropriate agency consultation. The proposed Project's impact on nesting species protected by the MBTA and burrowing owls would be less than significant.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-BIO-1 through MM-BIO-3.





Environmental Topic	Impact Statement	Impact Summary	Findings
Biological Resources	Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Although most of the trees in the proposed Project area would be retained, construction-related activities associated with the proposed Project area could potentially result in tree removal, which could result in the disturbance of nesting migratory species covered under MBTA or California Department of Fish and Wildlife code. If construction activities occur outside of the breeding season (between August 15 and February 15) no mitigation would be required. However, if construction occurs between February 15 and August 15, implementation of MM-BIO-1 would reduce this impact to a less than significant level by ensuring that surveys for MBTA species and other special-status species are performed during the appropriate time of year and, if necessary, buffer zones are established to protect nesting species. With implementation of MM-BIO-1 and adherence to existing regulations, the proposed Project during construction would have a less than significant impact related to wildlife movement.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-BIO-1.
Cultural Resources	Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	While no archaeological resources were identified during the field survey, the potential exists that construction would impact previously unrecorded archaeological resources and could represent a potential impact to cultural resources. In order to reduce impacts related to the potential for encountering undocumented archaeological resources within the proposed Project area, MM-CLT-1 would require that a Registered Archaeologist/Registered Professional Archaeologist conduct periodic monitoring of excavation activities. With adherence to existing regulations and implementation of MM-CLT-1, the proposed Project would result in a less than significant impact with mitigation incorporated related to the discovery of unrecorded archaeological resources during construction.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-CLT-1.



Environmental Topic	Impact Statement	Impact Summary	Findings
Geology, Seismicity, and Soils	Would the Project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground-shaking and/or seismic-related ground failure, including liquefaction?	The proposed Project is located in a seismically active region and would be required to be designed in accordance with applicable parameters of the current California Building Code. Additionally, MM-GEO-1 would require the implementation of design recommendations of the site-specific geotechnical investigations associated with all future proposed Project design. The proposed Project’s impact on exposure to seismically induced ground-shaking and seismic-related ground failure would be less than significant.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-GEO-1.
Geology, Seismicity, and Soils	Would the Project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?	The proposed Project would be required to adhere to the California Occupational Safety and Health Administration requirements for stabilization for temporary slopes. MM-GEO-2 would be implemented to address stability of temporary slopes for the proposed Project. With adherence to state and local requirements and compliance with MM-GEO-2, the proposed Project during construction would have a less than significant impact related to landslides and/or slope instability.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-GEO-2.
Geology, Seismicity, and Soils	Would the Project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	Implementation of MM-GEO-3 through MM-GEO-5 would require the maximum practicable protection available for users of buildings and infrastructure and associated trenches, slopes, and foundations. Adherence to the City of Rancho Cucamonga and the City of Ontario’s codes and policies and implementation of MM-GEO-3 through MM-GEO-5 would reduce the impacts associated with the exposure of people or structures to hazards associated with unstable geologic units or soils to a less than significant level.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-GEO-2, MM-GEO-4, and MM-GEO-5.



Environmental Topic	Impact Statement	Impact Summary	Findings
Geology, Seismicity, and Soils	Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	Even the slight potential for the existence of expansive soil at the proposed Project site raises the possibility that foundation stability for buildings, roads, and utilities would be compromised. Regulations exist to address weak soils issues, including expansion. With implementation of MM-GEO-6 and adherence to existing regulations, the proposed Project during construction would have a less than significant impact regarding the exposure of people or structures to hazards related to expansive soils.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-GEO-6.
Paleontological Resource	Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<p>No known fossil localities currently occur within the proposed Project site, and only previously unknown paleontological resources may be discovered. Therefore, avoidance is unlikely to be a viable approach for mitigation of impacts to paleontological resources, as proposed Project designs would need to be revised during construction, if and when paleontological resources are discovered. However, implementation of MM-PAL-1, MM-PAL-2, MM-PAL-3, and MM-PAL-4 would reduce the impacts associated with construction of the proposed stations, MSF, the cut-and-cover portions of the tunnel, vent shaft option, and the utility relocations potentially located on scientifically significant, nonrenewable paleontological resources to a less than significant level. Implementation of MM-PAL-2, which calls for preparation and implementation of a Paleontological Resources Impact Mitigation Plan, and MM-PAL-4, which stipulates a “stop work, evaluate, and treat appropriately” response in the event of a paleontological discovery, would reduce impacts to paleontological resources through monitoring and salvage.</p> <p>The mitigation measures may allow for some recovery of small fossils and some fossil material if safe access to spoils is available; however, the tunnel boring machine (TBM) used to excavate the tunnel prevents access to the rock face, produces</p>	Per CEQA Section 15091(c), SBCTA finds that even with implementation of all feasible mitigation measures, compliance with applicable requirements, avoidance is not a feasible mitigation for the TBM used to excavate the tunnel for the proposed Project. No feasible mitigation measures in addition to MM-PAL-1, MM-PAL-2, MM-PAL-3, and MM-PAL-4 are available.



Environmental Topic	Impact Statement	Impact Summary	Findings
		<p>fragmented material, precludes the recovery of larger fossils, and limits the amount of contextual information that may be collected for scientific purposes. Additionally, because the locations of potential paleontological resources are unknown, movement of the proposed Project alignment to avoid paleontologically sensitive geologic units, and thus avoid impacts on paleontological resources, is not a viable approach for mitigation. Because avoidance is not feasible mitigation and the potentially significant impact must occur for the proposed Project to be constructed, impacts to the majority of scientifically significant, nonrenewable paleontological resources from boring of the tunnel would remain significant and unavoidable.</p>	
<p>Hazards and Hazardous Materials</p>	<p>Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?</p>	<p>Construction activities for the proposed Project, such as grading and excavation, could result in the exposure of construction personnel and the public to previously unidentified hazardous substances in the soil. MM-HAZ-1 would minimize the potential risk of contamination by implementing investigation and remediation efforts at the proposed Project site MM-HWQ-1 would ensure proper testing and permits are obtained prior to construction activities to minimize potential impacts of temporary or permanent groundwater dewatering. Implementation of MM-HAZ-1 and MM-HWQ-1 and adherence to all local, state, and federal regulations would reduce the impacts associated with the potential exposure of unknown hazardous materials through the proposed Project construction to a less than significant level; by ensuring remediation of contaminated soil containing hazardous materials prior to development of the proposed Project, and by providing supplemental procedures in the event of unanticipated discoveries of contaminants.</p>	<p>Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-HAZ-1 and MM-HWQ-1.</p>



Environmental Topic	Impact Statement	Impact Summary	Findings
Hazards and Hazardous Materials	Would the Project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	The proposed Project is located on a site that is included on one or more hazardous materials lists compiled in accordance with Government Code Section 65962.5. All 14 sites listed on the CORTESE list have a cleanup status as case closed. With implementation of MM-HAZ-1 and adherence to existing regulations, operation of the proposed Project would not create or result in a significant hazard to people or the environment.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-HAZ-1.
Hazards and Hazardous Materials	Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Temporary short-term construction impacts would be limited to the construction period of the proposed Project and would affect only adjacent streets or intersections. However, MM-HAZ-2 would ensure that emergency response teams for the City of Rancho Cucamonga and the City of Ontario, including the fire departments and police departments, would be notified of any lane closures during construction activities in the proposed Project site and that a minimum of one lane would remain open at all times to provide adequate emergency access to the proposed Project site and surrounding neighborhoods. Implementation of MM-HAZ-2 would ensure that the proposed Project would provide adequate access for emergency vehicles, and the impact during construction would be less than significant.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-HAZ-2.



Environmental Topic	Impact Statement	Impact Summary	Findings
Hydrology and Water Quality	Would the Project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	In the event dewatering is determined to be necessary during construction, construction dewatering (if any) has the potential to introduce pollutants into the storm drain systems. MM-HWQ-1 would require a dewatering permit prior to grading activities. Implementation of MM-HWQ-1 would regulate stormwater flows to a prescribed level, which would ensure the rate of pollutants entering the storm drain system in stormwater does not represent a substantial increase over existing conditions. Compliance with existing regulations and implementation of MM-HWQ-1 would ensure that the proposed Project would not violate water quality standards or water discharge requirements, and construction stormwater runoff water quality impacts would be less than significant.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-HWQ-1.
Hydrology and Water Quality	Would the Project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that the project may impeded sustainable groundwater management of the basin?	It is anticipated that excavations will be required for construction of the subterranean tunnel. In the event dewatering is determined necessary during construction, MM-HWQ-1 would require a dewatering permit prior to grading activities. With implementation of MM-HWQ-1, and because construction activities would not substantially deplete groundwater supplies, lower the local groundwater table, or interfere substantially with groundwater recharge, impacts would be considered to be less than significant.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-HWQ-1.



Environmental Topic	Impact Statement	Impact Summary	Findings
Hydrology and Water Quality	Would the Project be located in flood hazard, tsunami, or seiche zones, and risk release of pollutant due to project inundation?	The proposed Project includes a small portion of a Federal Emergency Management Agency (FEMA) designated 100-year floodplain at ONT. With implementation of MM-HWQ-2 and adherence to all Federal, State, and local regulations, the proposed Project during construction would have a less than significant impact in regard to flooding associated with FEMA designated 100-year flood hazard areas. In addition, a portion of the proposed Project site is located within the San Antonio Dam failure inundation zone. Since the likelihood of a dam failure is remote, several Emergency Action Plans are in place (from United States Army Corps of Engineers, San Bernardino County, and the Natural Hazard Mitigation Plans for the City of Rancho Cucamonga and the City of Ontario), as required by the General Plans of each jurisdiction. In addition, MM-HWQ-3 would be implemented for the proposed Project. With implementation of MM-HWQ-3 and adherence to all Federal, State, and local regulations, the proposed Project during construction would have a less than significant impact in regard to flooding as a result of dam failure.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-HWQ-2 and MM-HWQ-3.
Land Use and Planning	Would the Project physically divide an established community?	Construction-related closures, although very minimal, could impede movement in and through the proposed Project area, which would result in temporary access impacts. Access would be maintained for residents and businesses affected by the proposed Project via implementation of MM-TRA-1. With implementation of MM-TRA-1, impacts related to the division of an established community during construction would be less than significant.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-TRA-1.





Environmental Topic	Impact Statement	Impact Summary	Findings
Transportation and Traffic	Would the Project conflict with a program, plan, ordinance or policy addressing the circulation systems, including transit, roadway, bicycle and pedestrian facilities?	Construction of the proposed Project would potentially result in temporary impacts to traffic and the transportation system. However, construction activities would be phased and are temporary in duration. Implementation of MM-TR-1 would address any construction-related impacts to ensure that the proposed Project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, and impacts would be less than significant with mitigation during construction for the proposed Project.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-TRA-1.
Transportation and Traffic	Would the Project conflict or be inconsistent with CEQA Guidelines §15064.3 subdivision (b)?	Construction of the proposed Project includes aboveground and belowground elements that would be designed in accordance with local and regional building requirements. Construction could result in a reduction of the number of travel lanes or temporary closure of segments of adjacent roadways. Such impacts would be limited to the construction period of the proposed Project and would affect only adjacent streets or intersections. However, safety measures would be set in place in accordance with best management practices, including wayfinding and signage, alternative travel routes, and maintaining access to local businesses and residences. Implementation of MM-TRA-1 ensures a Transportation Management Plan would be prepared by SBCTA to facilitate the flow of traffic in and around construction zones and would mitigate any construction-related impacts to be less than significant.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-TRA-1.



Environmental Topic	Impact Statement	Impact Summary	Findings
Transportation and Traffic	Would the Project result in inadequate emergency access?	Temporary short-term construction impacts on local streets and freeways could occur adjacent to the proposed Project site due to roadway and infrastructure improvements and the potential extension of construction activities into the public right-of-way (ROW). As such, the proposed Project could result in a reduction of the number of lanes or temporary closure of segments of adjacent roadways. Any such impacts would be limited to the construction period of the proposed Project and would affect adjacent streets or intersections. With implementation of MM-TRA-1, construction of the proposed Project is not anticipated to result in inadequate emergency access for the existing circulation network during construction, and impacts would be less than significant.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-TRA-1.
Tribal Cultural Resources	Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources or in the local register of historical resources as defined in Public Resources Code Section 5020.1 (k).	The likelihood of encountering tribal cultural resources with significant research potential in the proposed Project site is considered very low. However, if any previously unknown tribal cultural resources are discovered during ground-disturbing construction activities, impact to tribal cultural resources could be potentially significant. Implementation of MM-TCR-1 would reduce this impact to less than significant impact by ensuring scientific recovery and evaluation of any tribal cultural resources.	Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-TCR-1.



Environmental Topic	Impact Statement	Impact Summary	Findings
Tribal Cultural Resources	<p>Would the Project cause a substantial adverse change in the significance of a tribal cultural resource (defined in Public Resources Code Section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe), and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.</p>	<p>Implementation of MM-TCR-1 would reduce the impacts on tribal cultural resources to less than significant by providing for scientific recovery and evaluation of any tribal cultural resources that are encountered, which would ensure that important scientific information that could be provided by these resources is not lost. With implementation of MM-TCR-1, the proposed Project during construction would have a less than significant impact to tribal cultural resources.</p>	<p>Per CEQA Section 15091(a), SBCTA finds that the identified changes or alterations in the Project, which would reduce impacts to less than significant levels, are hereby incorporated into the proposed Project. No additional mitigation measures are necessary with the implementation of MM-TCR-1.</p>



### 3 FINDINGS REGARDING PROJECT ALTERNATIVES

#### 3.1 INTRODUCTION

The Draft EIR prepared for the SBCTA ONT Connector Project considered two separate alternatives to the proposed Project – No Project (No Build) Alternative and Build Alternative. Pursuant to Section 15126.6(a) of the CEQA Guidelines, the primary intent of an alternatives evaluation is to “describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project and evaluate the comparative merits of the alternatives.”

This chapter describes the project objectives and design criteria used to develop and evaluate project alternatives presented in the Draft EIR. A description of the alternatives compared to the proposed Project and the findings regarding the feasibility of adopting the described alternatives is presented for use by SBCTA in the decision-making process.

#### 3.2 PROJECT OBJECTIVES

The purpose of the proposed Project is to expand access options to ONT by providing a direct transportation connection from Cucamonga Metrolink Station to ONT. This new connection would increase mobility and connectivity for transit patrons, improve access to existing transportation services, provide a connection to future Brightline West service to/from ONT, and use clean, emerging technology for transit opportunities between Cucamonga Metrolink Station and ONT. More specifically, the proposed Project’s objectives are as follows:

- Expand access options to ONT by providing a convenient and direct connection between ONT and the Metrolink network, and other transportation services at the Cucamonga Metrolink Station.
- Reduce roadway congestion by encouraging a mode shift to transit from single-occupancy vehicles and provide reliable trips to and from ONT.
- Support autonomous electric vehicle technology usage for transit projects.

#### 3.3 SELECTION OF ALTERNATIVES

The range of feasible alternatives was selected and discussed in a manner to foster meaningful public participation and informed decision-making. Among the factors that were taken into account when considering the feasibility of alternatives (as described in CEQA Guidelines Section 15126.6[f][1]) were environmental impacts, economic viability, availability of infrastructure, regulatory limitations, jurisdictional boundaries, and attainment of Project objectives. As stated in Section 15126.6(a) of the CEQA Guidelines, an EIR need not consider an alternative whose effects could not be reasonably identified, whose implementation is remote or speculative, or one that would not achieve the basic



project objectives. The analysis includes sufficient information about each alternative to provide meaningful evaluation, analysis, and comparison with the proposed Project.

### 3.4 PROJECT ALTERNATIVE FINDINGS

The following is a description of the alternatives evaluated in comparison to the proposed Project, as well as a description of the specific economic, social, or other considerations that make them infeasible for avoiding or lessening the impacts. SBCTA finds that the adoption of any of the following alternatives to the Project is infeasible. The reasons for each finding are provided following the description of the alternative and are further described in the Draft EIR.

#### 3.4.1.1 Alternatives Considered but Withdrawn from Further Consideration

Several transit alternatives that could connect to ONT have been evaluated, screened, and refined since 2008. The screening process evaluated the project alternatives based on their capacity to achieve the project objectives. No weighting was applied to the results of the screening evaluation as each objective was given equal consideration. SBCTA evaluated the four alternatives in equal detail (albeit more detail compared to the 32 alternatives in the 2014 Rail Access Study<sup>1</sup> which were eliminated due to fatal flaws) to determine fatal flaws of all four alternatives. The additional details for these alternatives resulted in a more focused evaluation of alternatives. The resulting evaluation demonstrated how each project alternative compares to the project objectives with an overall high, medium, or low rating.

Based on technical analysis, cost considerations, and public input, previous alternatives have been considered but eliminated from further consideration as part of this proposed Project (see Table 3-1). Table (Alternatives Previously Considered but Withdrawn from Further Consideration) provides a comparison of the alternatives considered.

<sup>1</sup> San Bernardino Associated Governments (SANBAG). 2014. Ontario Airport Rail Access Study. Available at: <https://www.gosbcta.com/plan/ontario-airport-rail-access-study-2014/>. (Accessed March 29, 2023)



**Table 3-1. Alternatives Previously Considered but Withdrawn from Further Consideration**

Alternative	Meets Purpose and Need? <sup>1</sup>	Meets Screening Criteria? <sup>2</sup>	Feasibility/Prudence	Environmental Concerns	Estimated Capital Cost (Millions in United States Dollars)
<b>Alternative A-3:</b> Stand-alone Diesel Multiple Unit (DMU) or Zero-Emission Multiple Unit (ZEMU) from the Cucamonga Metrolink Station to ONT via Hermosa Avenue	Yes	Yes	Capacity of rail system exceeds projected ridership	Potential at-grade conflicts including reductions in roadway capacity and impacts to intersection(s) with poor level of service (LOS)	\$618 to \$727 <sup>3</sup> \$976 to \$1,017 <sup>6</sup>
<b>Alternative A-4:</b> Stand-alone DMU or ZEMU service from the Cucamonga Metrolink Station to ONT via Deer Creek and Cucamonga Creek	Yes	Yes	Capacity of rail system exceeds projected ridership	ROW acquisition in environmental justice (EJ) communities, impacts to flood control facilities	\$663 to \$776 <sup>3</sup> \$989 to \$1,019 <sup>6</sup>
<b>Alternative A-7:</b> Stand-alone DMU or ZEMU from the Upland Station to ONT via Cucamonga Creek	No	Yes	Capacity of rail system exceeds projected ridership	Conflicts with active freight service along rail spur, and potential at-grade conflicts at 4th Street	\$629 to \$735 <sup>3</sup>
<b>Alternative B-2:</b> Bus shuttle from the Cucamonga Metrolink Station to ONT by way of the Ontario Center and Ontario Mills	Does not provide sufficient reliability or convenience	Low ridership potential, minimally improves transit travel time to ONT	Short-term solution that does not meet long-term ridership projections or project objectives	Potential impacts to intersection(s) with poor LOS, increased greenhouse gas emissions	\$2 to \$4 <sup>3</sup> \$6.1 <sup>6</sup>



**Table 3-1. Alternatives Previously Considered but Withdrawn from Further Consideration**

Alternative	Meets Purpose and Need? <sup>1</sup>	Meets Screening Criteria? <sup>2</sup>	Feasibility/Prudence	Environmental Concerns	Estimated Capital Cost (Millions in United States Dollars)
<b>Alternative C-5:</b> DMU or commuter rail from Redlands Metrolink Station to Cucamonga Metrolink Station and continuing to ONT via Cleveland Avenue	Yes	High capital and Operation and Maintenance costs	Higher cost of construction and operations for similar level of service as Rancho Cucamonga connections (A-3, A-4, and A-7)	ROW acquisition in EJ communities	\$854 to 1,004 <sup>3</sup>
<b>Alternative D-1:</b> Extension of the Los Angeles County Metropolitan Authority (Metro) Gold Line light rail transit (LRT) to ONT via Cucamonga Creek	No	High Operation and Maintenance cost, potential impact to Metrolink operations	Higher cost than local ONT service while serving only passengers traveling from the west	ROW acquisition in EJ communities, impacts to flood control facilities	\$636 to 741 <sup>3</sup>
2008 Gold Line Extension of the Los Angeles Metro Gold Line LRT to ONT via Vineyard and Holt Avenues	No	High Operation and Maintenance cost, potential impact to Metrolink operations	Higher cost than local ONT service while serving only passengers traveling from the west	Potential impacts to intersection(s) with poor LOS, ROW acquisition in EJ communities	N/A
2008 Gold Line Extension of the Los Angeles Metro Gold Line LRT to ONT via Baldwin Branch	No	High Operation and Maintenance cost, potential impact to Metrolink operations	Higher cost than local ONT service while serving only passengers traveling from the west	Conflict with new Baldwin Park Branch bike trail and potential noise and vibration impacts in EJ communities	\$400 <sup>4</sup>





**Table 3-1. Alternatives Previously Considered but Withdrawn from Further Consideration**

Alternative	Meets Purpose and Need? <sup>1</sup>	Meets Screening Criteria? <sup>2</sup>	Feasibility/Prudence	Environmental Concerns	Estimated Capital Cost (Millions in United States Dollars)
Metrolink service along San Bernardino Line with additional spur to ONT	Yes	High Operation and Maintenance cost, potential impact to Metrolink operations	Existing single-track infrastructure prevents reliable service to ONT without significant siding or double-track improvements	ROW acquisition in EJ communities, impacts to flood control facilities with additional spur to ONT	\$881 <sup>5</sup>
Metrolink ZEMU service from Los Angeles Union Station via the Alhambra Subdivision	No	High Operation and Maintenance cost, potential impact to Metrolink operations	Higher cost than local ONT service while serving only passengers traveling from the west	Potential impacts to intersection(s) with poor LOS, visual impacts to designated historic districts	>\$776

Notes:

- <sup>1</sup> Reflects updated Purpose and Need which includes providing a direct connection from Cucamonga Metrolink Station to ONT
- <sup>2</sup> Screening criteria as defined in the 2014 Ontario Airport Rail Access Study
- <sup>3</sup> Cost estimates prepared by HDR as part of the 2014 Ontario Airport Rail Access Study
- <sup>4</sup> Cost estimate prepared by KOA Corporation as part of the 2008 Gold Line Foothill Extension Study
- <sup>5</sup> Cost estimate prepared by Mott MacDonald as part of the 2018 Hybrid Rail Planning Study
- <sup>6</sup> Estimated capital costs derived from the 2014 Ontario Airport Rail Access Study

The 2014 Ontario Airport Rail Access Study determined that the stand-alone rail mode, as represented by Alternative A-3, Alternative A-4, and Alternative A-7 which provided stand-alone DMU or LRT from either Cucamonga Metrolink Station or Upland Station, would yield the most substantial improvements in service and convenience for ONT users. Shorter travel time due to an exclusive ROW and the potential for a no-transfer trip to ONT, or at least one from a nearby platform, would best serve passenger needs and attract the most riders according to the long-term future scenarios. The 2018 SCAG Inter-County Transit and Rail Connectivity Study and follow-up 2018 SBCTA Hybrid Rail Planning Study<sup>2</sup> supported that service to ONT would need to be provided via a connecting shuttle-style rail service with a transfer at Cucamonga Metrolink Station.

#### 3.4.1.1.1 Findings

SBCTA hereby finds the previously studied Alternatives infeasible for the following environmental, economic, social, and other considerations:

- System Capacity** — System capacity is the capacity in transit operation. System capacity is measured as the maximum number of passengers that can be carried past a single point on a fixed route. The operating capacity for a double-track DMU or LRT is between 2,808 passengers to 4,860 passengers per hour (Metro 2022). SBCTA estimates that a peak passenger throughput of 300 people per hour is required for the proposed Project (SBCTA 2022a). The capacity of the rail systems greatly exceeds the required specifications of the proposed Project. Therefore, investment in a high-capacity rail system is not justified.
- Capital, Operations, and Maintenance Costs** — Rail alternatives are estimated to have high capital and operations costs. Capital costs include the total costs of all capital improvements which typically include construction of guideways, stations, maintenance facilities, control centers, utility relocations, ROW acquisitions, vehicles, and street improvements. The 2014 Ontario Airport Rail Access Study assumed no new maintenance facilities would be required for implementation of Alternative A-3, Alternative A-4, and Alternative A-7. In addition to capital costs, annual operation costs for these alternatives would be upwards of \$7 million.
- Travel Time** — Total travel time to ONT is a combination of vehicle travel time on the connecting service to ONT, transfer/wait times for change of travel modes, e.g., from Metrolink, and walk time to ONT terminals (Terminal 2 and Terminal 4). While in-vehicle travel time is a consideration for service users, increased walking and transfer/wait times are especially deterrent to transit ridership. Vehicle travel time and service reliability are comparable for Alternative A-3, Alternative A-4, and Alternative A-7; however, it is unclear how both ONT terminals would be served regarding travel time.

<sup>2</sup> San Bernardino County Transportation Authority. (SBCTA). 2018. Hybrid Rail Service Planning for San Bernardino – Los Angeles Corridor.



### 3.4.1.2 No Project Alternative

Section 15126.6(e) of the CEQA Guidelines requires the analyses of a “no project” alternative. The purpose of examining such an alternative is to allow decision-makers to compare the effects of approving the project with the effects of not approving the project. This “no project” analysis must discuss the existing conditions, as well as what would be reasonably expected to occur in the foreseeable future if the Project was not approved.

The No Project Alternative would result in no new direct electrically powered, on-demand fixed transit service connection from Cucamonga Metrolink Station to ONT. Omnitrans currently operates a limited-service bus route to ONT, known as ONT Connect or Route 380, which would remain operational under the No Project Alternative. However, the existing bus system is limited to bi-directional (northbound and southbound) service frequencies ranging from 35-60 minutes and travels with general/mixed traffic on existing roadways, which could result in increased travel times and reliability issues for transit passengers during periods of heavy roadway congestion. The proposed Project would expand access options to ONT by providing a convenient and direct transit connection between ONT and the Cucamonga Metrolink Station, reduce roadway congestion by encouraging a mode shift to transit from single-occupancy vehicles and provide reliable trips to and from ONT, and support the use of clean emerging technology opportunities between the Cucamonga Metrolink Station and ONT.

The No Project Alternative assumes that the existing roadway system near ONT (such as the I-10 and Interstate 15 [I-15]) will implement some planned expansion and improvement projects and undergo routine maintenance activities. SBCTA and Caltrans propose to construct Express Lanes, including tolled facilities, in both directions of I-15. In addition, SBCTA proposed to improve I-10 by constructing freeway lane(s) and other improvements through all or a portion of the 33-mile-long segment of I-10 from the Los Angeles/San Bernardino County line to Ford Street in San Bernardino County. The first phase of this project (County line to I-15) opened in summer of 2024.

#### 3.4.1.2.1 Findings

SBCTA hereby finds that the No Project Alternative is infeasible for the following environmental, economic, social, and other considerations.

- The No Project Alternative would not support future growth in the region, or future travel and employment growth at ONT.
- The No Project Alternative would not lessen congestion, or improve transit options, which would contribute to worsening greenhouse gas emissions and air quality in the region.
- The No Project Alternative does not meet any of the objectives established for the proposed Project.



## 4 STATEMENT OF OVERRIDING CONSIDERATIONS

### 4.1 INTRODUCTION

Section 15093 of the CEQA Guidelines states:

- (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”
- (b) When the Lead Agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the Final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.
- (c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

SBCTA proposes to adopt a Statement of Overriding Considerations regarding the significant cumulative impact of the proposed Project. Although all Project level impacts are reduced to less than significant levels, this section describes the anticipated economic, social, and other benefits or other considerations of the proposed Project to support the decision to proceed with the Project even though one identified paleontological impact and one air quality cumulative impact are not mitigated to a less than significant level.

### 4.2 SIGNIFICANT ADVERSE IMPACTS

SBCTA is proposing to approve the proposed Project, with revisions to reduce environmental impacts, and has prepared a Draft EIR required by CEQA. The following impacts are unavoidable because it has been determined that no feasible mitigation is available. Refer to Chapter 2 (CEQA Findings) of the DEIR for further clarification regarding the impacts listed below.

#### 4.2.1 Air Quality

During construction, cumulative development would result in a significant impact in terms of violation of an air quality standard or a substantial contribution to an existing or projected air quality violation.

SCAQMD recommends that individual projects that exceed the SCAQMD-recommended daily thresholds for project-specific impacts be considered to cause a cumulatively considerable increase in emissions for those pollutants for which the Basin is in non-attainment. Although the proposed Project would not violate air quality standards or result in a cumulatively considerable net increase in ozone (oxides of nitrogen [NO<sub>x</sub>], as an ozone precursor), PM<sub>10</sub>, and PM<sub>2.5</sub>, MM-AQ-1 would be implemented during construction to address potential impacts for PM<sub>10</sub> and PM<sub>2.5</sub> fugitive emissions. The construction of the proposed Project would include PM<sub>10</sub> and PM<sub>2.5</sub> emissions, and development of the cumulative projects would, in combination with the proposed Project, exceed the same significance thresholds and result in a significant cumulative impact. Therefore, the proposed Project's contribution would be cumulatively considerable, and the cumulative impact would be significant and unavoidable during construction.

#### 4.2.2 Paleontological Resources

Boring for the 24-foot-inner-diameter tunnel would take place at a minimum of 30-feet and down to 70-feet below ground surface through the use of a TBM. Tunnel boring would occur at depths that may potentially affect the paleontologically sensitive Young Alluvial Fan Deposits, Unit 4, below a depth of 5 feet; Young Alluvial Fan Deposits, Undivided, below a depth of 5 feet; and Young Eolian Deposits below a depth of 5 feet. As such, boring for the main tunnel would have the potential to impact scientifically significant paleontological resources. Boring activities would have the potential to result in a significant impact to paleontological resources. MM-PAL-1, MM-PAL-2, MM-PAL-3, and MM-PAL-4 would be implemented for the proposed Project requiring hiring a paleontological resource specialist, conducting construction worker training, monitoring, and preparing a mitigation plan during construction in the event of discovery of paleontological resources; however, even with implementation of MM-PAL-1, MM-PAL-2, MM-PAL-3 and MM-PAL-4, avoidance is not feasible, and the impact would remain significant and unavoidable.

### 4.3 FINDINGS

SBCTA has evaluated all feasible mitigation measures and Project revisions with respect to the proposed Project's impacts, both Project-specific and cumulative (see Chapter 2, CEQA Findings). SBCTA has also examined a reasonable range of alternatives to the proposed Project (see Chapter 3, Findings Regarding Project Alternatives). Based on this examination, SBCTA has determined that because the proposed Project provides an economically viable way to support future population, travel, and employment growth by providing more transit options to ONT, the proposed Project is considered to be the environmentally preferred alternative. All of the other alternatives listed above would potentially result in fewer environmental impacts than the recommended Project, although not necessarily less than significant. However, SBCTA finds these alternatives infeasible and less desirable than the recommended Project and has rejected these alternatives from further consideration because they would not achieve the environmental, economic, social, and other considerations outlined in Chapter 3 (Findings Regarding Project Alternatives).



## 4.4 OVERRIDING CONSIDERATIONS

Specific economic, social, or other considerations outweigh the cumulative air quality and paleontological resources impacts stated above. The reasons for proceeding with the proposed Project, even though one identified cumulative air quality impact and one paleontological resources impact are not fully mitigated to a less than significant level, are described below.

### 4.4.1 Proposed Project Benefits

The proposed Project provides an economically viable way to support future population, travel, and employment growth by providing more transit options to ONT. The proposed Project would expand access options to ONT by providing a convenient and direct connection between ONT and the Southern California Regional Rail Authority network for air passengers and employees. The proposed Project would address the direct access needs for the several hundred full- and part-time employees currently working at ONT in airport logistics, security, services, and concessions. Implementation of the proposed Project would create jobs and earnings as a result of construction activities and ongoing operations and maintenance (O&M) expenditures. The proposed Project would support near-term and long-term projected passenger and job growth at ONT. The proposed Project would expand access options to ONT by providing a convenient and direct transit connection between ONT and the Cucamonga Metrolink Station, and provide reliable trips to and from ONT, and support the use of clean emerging technology opportunities between the Cucamonga Metrolink Station and ONT.

The proposed Project supports the innovative use of autonomous vehicle technology for a transit project and demonstrates cost-effective construction tunneling techniques. The proposed Project encourages a mode shift away from single-occupancy vehicles to transit, which reduces travel times, congestion on the surrounding road network, and improves air quality by reducing criteria pollutants and greenhouse gas emissions. The proposed Project would result in short-term construction impacts related to localized vibrations, noise, and visual resources, as well as permanent ROW impacts due to acquisition of parking spaces for passenger station and MSF construction. However, because a majority of the proposed Project is below ground, with a limited at-grade footprint for the three proposed passenger stations and the MSF, permanent impacts related to biological resources, cultural resources, water quality, hydrologic facilities, recreational facilities, and EJ populations would be minimal.

***Minute Action***

AGENDA ITEM: 35

***Date:*** March 5, 2025

***Subject:***

California Association of Councils of Governments Presentation

***Recommendation:***

Receive a presentation from the California Association of Councils of Governments on their focus for the year.

***Background:***

The San Bernardino County Transportation Authority has been a member of the California Association of Councils of Governments (CalCOG) for several years. Given the recent approval of San Bernardino Council of Governments (SBCOG) Five-Year Work Plan and the increase in SBCOG activities, staff requested CalCOG provide a presentation on their focus for the year. CalCOG Executive Director, Bill Higgins, will present. Information on CalCOG can be found at [www.calcog.org](http://www.calcog.org).

***Financial Impact:***

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

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review, as the information to be presented is to inform all Board Members.

***Responsible Staff:***

Suzanne Peterson, COG and Equity Programs Manager

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Approved  
Board of Directors  
Date: March 5, 2025

Witnessed By:

*Entity: San Bernardino Council of Governments*



# ADDITIONAL INFORMATION

**BOARD OF DIRECTORS ATTENDANCE RECORD – 2025**

<b>Name</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug DARK</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Paul Cook</b> Board of Supervisors	X	X										
<b>Jesse Armendarez</b> Board of Supervisors												
<b>Dawn Rowe</b> Board of Supervisors		X										
<b>Curt Hagman</b> Board of Supervisors	X	X										
<b>Joe Baca, Jr.</b> Board of Supervisors	X	X										
<b>Daniel Ramos</b> City of Adelanto		X										
<b>Art Bishop</b> Town of Apple Valley	X	X										
<b>Tim Silva</b> City of Barstow	X	X										
<b>Rick Herrick</b> City of Big Bear Lake	X	X										
<b>Eunice Ulloa</b> City of Chino	X	X										
<b>Ray Marquez</b> City of Chino Hills	X	X										
<b>Frank Navarro</b> City of Colton	X	X										
<b>Acquanetta Warren</b> City of Fontana	X	X										
<b>Bill Hussey</b> City of Grand Terrace	X	X										
<b>Josh Pullen</b> City of Hesperia		X										
<b>Larry McCallon</b> City of Highland	X	X										

Communication: Attendance (Additional Information)

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

**BOARD OF DIRECTORS ATTENDANCE RECORD – 2025**

<b>Name</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug DARK</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Ron Dailey</b> City of Loma Linda	X	X										
<b>John Dutrey</b> City of Montclair	X	X										
<b>Janet Jernigan</b> City of Needles	X	X										
<b>Alan Wapner</b> City of Ontario		X										
<b>L. Dennis Michael</b> City of Rancho Cucamonga	*	X										
<b>Paul Barich</b> City of Redlands	*	X	X	X	X	X	X		X	X	X	X
<b>Mario Saucedo</b> City of Redlands	X	X										
<b>Joe Baca</b> City of Rialto	*	X										
<b>Helen Tran</b> City of San Bernardino	X	X										
<b>Daniel L. Mintz</b> City of Twentynine Palms		X										
<b>Rudy Zuniga</b> City of Upland	X	X										
<b>Debra Jones</b> City of Victorville	X	X										
<b>Judy Woolsey</b> City of Yucaipa	X	X										
<b>Rick Denison</b> Town of Yucca Valley	X	X										
<b>Catalino Pining</b> Ex-Official Member	X											

Communication: Attendance (Additional Information)

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

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

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

**Acronym List**

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

# AGENCY REPORTS



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, January 16, 2025. The following is a summary of the meeting.

Awards for Six Projects Specified in Memoranda of Understanding (MOUs) with Ports of Long Beach and Los Angeles

MOUs have been executed between the Port of Long Beach (POLB), Port of Los Angeles (POLA), and South Coast AQMD on behalf of the MSRC to receive funds for specified zero-emission goods movement infrastructure projects. To effectuate the projects, the MSRC must authorize awards from the funds being conveyed by POLB and POLA. Four project implementers are named in the MOUs: Clean Energy, TeraWatt Infrastructure, Inc., Forum Mobility, Inc., and Electrify America. Staff is working to obtain updated status information from Electrify America and anticipates bringing forward a report for consideration in the upcoming months. Additionally, in the time since the request for information responses were originally submitted, the number of charging stalls planned for each of the TeraWatt Infrastructure, Inc. locations have changed. Some locations will have a greater number of charging stalls than originally specified in the MOUs and some locations will have a lesser number of charging stalls. Consequently, it is necessary to pro-rate the proposed award to TeraWatt Infrastructure, Inc. from a not-to-exceed amount of \$8,000,000 to a not-to-exceed amount of \$6,785,714. The MSRC approved three awards totaling \$15,950,868 for zero emission drayage truck charging infrastructure projects, with funds from POLA/POLB Electric Vehicle Service Equipment (EVSE) Infrastructure Projects Special Revenue Fund (92), as follows:

- a. A contract with Clean Energy in an amount not to exceed \$3,165,154 to install EVSE in Wilmington;
- b. A contract with TeraWatt Infrastructure, Inc. in an amount not to exceed \$6,785,714 to install EVSE in Rancho Dominguez, Rialto, Fontana and Commerce; and
- c. A contract with Forum Mobility, Inc. in an amount not to exceed \$6,000,000 to install EVSE at the Port of Long Beach.

**Contracts Administrator's Report**

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2011-12 to the present. The Contracts Administrator's Report for October 31, 2024 through December 31, 2024.



# 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 H. Tran A. Warren L. Michael R. Marquez R. Denison D. Ramos C. Hagman G. Reyes	H. Tran A. Warren	R. Denison D. Ramos	F. Navarro  L. Michael R. Marquez  C. Hagman G. Reyes
†† 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.		Bill Hussey Judy Woolsey Vacant	Carmen Hernandez Art Bishop Vacant	John Dutrey

**Communication: Representatives on SCAG Committees (Committee Membership)**

**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 \$150 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 \$150 stipend for up to four Policy or Task Force meetings per month.

**Meeting Information**

The regular meetings of SCAG Regional Council and Policy Committees are on the 1<sup>st</sup> Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

**Policy Committees**

**Community, Economic, and Human Development:** Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

**Energy and Environment:** Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

**Transportation:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

**SBCTA/SBCOG 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. On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed \$200 in any month.	12/31/26
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 \$150 payment from Gold Line Authority for participation.	12/31/25 12/31/26
Inland Regional Energy Network (I-REN) Program Executive Committee	Curt Hagman, County Supervisor Art Bishop, Apple Valley Bill Hussey, Grand Terrace	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. On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed \$200 in any month.	12/31/26 12/31/26 12/31/25
Metro Gold Line Foothill Extension Construction Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, 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/or fourth Thursday of the month at 11:00 a.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/26 12/31/26
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Dutrey, Montclair, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/26 12/31/26

Communication: Appointments to External Agencies (Committee Membership)

**SBCTA/SBCOG Appointments to External Agencies**

Committee	Appointee	Appointing Authority	Purpose	Term
<p>One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority</p>	<p>Vacant, Primary Vacant, Alternate</p>	<p>Board of Directors</p>	<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. The OWOW meets on the 4<sup>th</sup> Thursday of every quarter at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed \$200 in any month.</p>	<p>12/31/28</p>
<p>SCAG Policy Committees</p>	<p>See associated table.</p>	<p>The Board has authorized the President to make appointments to SCAG Policy Committees.</p>	<p>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.</p>	<p>See associated table – Representatives on SCAG Committees</p>
<p>Southern California Regional Rail Authority</p>	<p>Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate</p>	<p>Board of Directors (Recommendation made by the Transit Committee)</p>	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>On December 12, 2024 the Transit Committee approved four-year terms going forward. Members receive payment of \$100 per day from SCRRA for participation.</p>	<p>12/31/25 12/31/26 12/31/26 12/31/25</p>
<p>SR 91 Advisory Committee</p>	<p>Ray Marquez, Chino Hills, Ex-Officio Member</p>	<p>Board of Directors</p>	<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>	<p>12/31/26</p>
<p>The Sam and Alfreda L. Maloof Foundation for Arts and Crafts</p>	<p>L. Dennis Michael, Rancho Cucamonga</p>	<p>Board of Directors</p>	<p>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.</p>	<p>12/31/26</p>

Communication: Appointments to External Agencies (Committee Membership)

## San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>General Policy Committee</b>                      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)</p> <p>City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea.</p> <p>Policy Committee and Board Study Session Chairs are members of this policy committee.</p> <p>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.</p> <p>The SBCTA Vice President shall serve as Chair of the General Policy Committee.</p>	<p>Makes recommendations to Board of Directors and:</p> <p>(1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity;</p> <p>(2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization;</p> <p>(3) Serves as policy review committee for any program area that lacks active policy committee oversight.</p> <p>The General Policy Committee is authorized to approve Contracts in excess of \$100,000, Contract Task Orders in excess of \$500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval.</p> <p>(Brown Act)</p>	<p><u>West Valley</u>                      Ray Marquez, Chino Hills (Vice Chair/President)                      John Dutrey, Montclair (TC Chair)                      Alan Wapner, Ontario                      Jesse Armendarez, Supervisor</p> <p><u>East Valley</u>                      Frank Navarro, Colton                      Larry McCallon, Highland                      Helen Tran, San Bernardino (MVSS Chair)                      Joe Baca, Jr., Supervisor</p> <p><u>Mountain/Desert</u>                      Art Bishop, Apple Valley                      Debra Jones, Victorville                      Rick Denison, Yucca Valley (Chair/Vice President)                      Dawn Rowe, Supervisor (Past President)</p> <p>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.</p>	<p>6/30/2025</p> <p>6/30/2025</p> <p>6/30/2025</p> <p>6/30/2025</p> <p>6/30/2025</p> <p>6/30/2025</p> <p>6/30/2025</p> <p>6/30/2025</p> <p>6/30/2025</p> <p>6/30/2025</p> <p>6/30/2025</p> <p>6/30/2025</p>
<p><b>Transit Committee</b>                      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.</p> <p>SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board.</p> <p>Other members are appointed by the SBCTA President for 2-year terms.</p>	<p>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.</p> <p>* SCRRA Primary Member                      ** SCRRA Alternate Member</p> <p>(Brown Act)</p>	<p>John Dutrey, Montclair** (Chair)                      Joe Baca, Jr., Supervisor (Vice Chair)                      Art Bishop, Town of Apple Valley                      Eunice Ulloa, Chino                      Ray Marquez, Chino Hills**                      Frank Navarro, Colton                      Acquanetta Warren, Fontana                      Bill Hussey, Grand Terrace                      Larry McCallon, Highland*                      Alan Wapner, Ontario*                      L. Dennis Michael, Rancho Cucamonga                      Rick Denison, Yucca Valley</p>	<p>Indeterminate (6/30/2026)</p> <p>12/31/2026 (6/30/2025)</p> <p>12/31/2026</p> <p>12/31/2026</p> <p>Indeterminate</p> <p>12/31/2025</p> <p>12/31/2025</p> <p>12/31/2026</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>12/31/2025</p> <p>12/31/2026</p>

Communication: Committee Membership (Committee Membership)

### San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>Mountain/Desert Committee</b> Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion.</p> <p>The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.</p> <p>(Brown Act)</p>	<p>Debra Jones, Victorville (Chair) Art Bishop, Apple Valley (Vice Chair) Daniel Ramos, Adelanto Timothy Silva, Barstow Rick Herrick, Big Bear Lake Josh Pullen, Hesperia Janet Jernigan, Needles Daniel Mintz, Sr., Twentynine Palms Rick Denison, Yucca Valley Paul Cook, Supervisor Dawn Rowe, Supervisor</p>	<p>Indeterminate (6/30/2026) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>
<p><b>Legislative Policy Committee</b> Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President.</p> <ul style="list-style-type: none"> <li>- 1 East Valley member</li> <li>- 1 West Valley member</li> <li>- 1 Mountain/Desert member</li> <li>- 1 County member</li> </ul> <p>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.</p>	<p>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.</p> <p>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.</p> <p>(Brown Act)</p>	<p>Ray Marquez, Chino Hills (President) Rick Denison, Yucca Valley (Vice President) Dawn Rowe, Supervisor (Past President) Larry McCallon, Highland Paul Cook, Supervisor Art Bishop, Apple Valley</p>	<p>Indeterminate Indeterminate Indeterminate 12/31/2026 12/31/2026 12/31/2026</p>

Communication: Committee Membership (Committee Membership)

<b><u>Policy Committee Meeting Times</u></b>	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
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.</p>	<p>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.</p> <p>(Brown Act)</p>	<p>Board of Directors Helen Tran, San Bernardino (Chair) Jesse Armendarez, Supervisor (Vice Chair)</p>	<p>6/30/2025 6/30/2025</p>

**Meeting Time:** Second Thursday, 9:30 a.m., SBCTA Office

**Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)**

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 11 members appointed by the SBCTA Executive Director.</p> <p>5 representing Public Transit Providers</p> <p>1 representing County Dept. of Public Works</p> <p>2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively.</p> <p>5 At Large Members representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings</p> <p>(2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications</p> <p>(3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan</p> <p>(4) Review call for projects for Federal Transit Administration Section 5310 grant applications</p> <p>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit</p> <p>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit</p> <p>(7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I</p> <p>(8) Identify regional or county level areas of unmet needs</p> <p>(9) Address special grant or funding opportunities</p> <p>(10) Address any special issues of PASTACC voting and non-voting members</p> <p>(Brown Act)</p>	<p>Standing Membership –</p> <p>Morongo Basin Transit Authority</p> <p>Mountain Transit</p> <p>City of Needles Transit Services</p> <p>Omnitrans</p> <p>Victor Valley Transit Authority</p> <p>County of San Bernardino Dept. of Public Works</p> <p>At Large Membership –</p> <p>San Bernardino Dept. of Aging and Adult Services</p> <p>Foothill Aids</p> <p>Anthesis</p> <p>Reach Out Morongo Basin</p> <p>Loma Linda University Health</p>	<p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>5/31/2027</p> <p>9/30/2026</p> <p>9/30/2026</p> <p>6/30/2025</p> <p>8/31/2027</p>

Communication: Committee Membership (Committee Membership)

**Meeting Dates and Time:** Bi monthly, beginning in January, 2<sup>nd</sup> Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)



**Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan**

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <p>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</p> <p>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.</p> <p>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Cole Jackson (A)                      Vacant (B)                      Alex Artiaga (C)                      Chad Logan (D)                      Patrick Morris (E)                      Ray Marquez, Ex-Officio                      Ray Wolfe, Ex-Officio</p>	<p>10/31/2028                       06/30/2028                      06/30/2028                      03/01/2029</p>

Communication: Committee Membership (Committee Membership)

**SBCTA Ad Hoc Committees**

The Brown Act does not apply to ad hoc or temporary advisory committees composed of less than a majority of the Board or a standing policy committee. The President of the Board of Directors may designate ad hoc committees to study specific projects or matters for a set time frame subject to the concurrence of the Board of Directors, and shall make appointments to the ad hoc committees. When the subject matter of the ad hoc committee is of relevance to the geographical region of the County as a whole, geographical representation should be considered and if there is lack of interested members to ensure geographical balance the Board President may seek out participation from specific members.

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Council of Governments Ad Hoc Committee</b>                      On May 1, 2024, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To provide guidance on the reviewing and updating the Bylaws and policies relating to SBCOG. At the November 6, 2024 Board meeting, staff was directed to work with the SBCOG Ad Hoc to complete the equity framework. This ad hoc has a term ending June 30, 2025.</p>	<p>Daniel Ramos, Adelanto                      Rick Herrick, Big Bear Lake                      Larry McCallon, Highland                      John Dutrey, Montclair                      L. Dennis Michael, Rancho Cucamonga                      Helen Tran, San Bernardino                      Rick Denison, Yucca Valley                      Joe Baca Jr., Supervisor</p>

<p><b>Housing Trust Ad Hoc Committee</b> On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President, for a term ending December 31, 2023. On December 6, 2023, the Board approved a 6-month extension, for a new term ending June 30, 2024. On February 7, 2024, the Board approved a 6-month extension, for a new term ending December 31, 2024. On November 6, 2024, the Board approved an extension for a new term ending December 31, 2025.</p>	<p>To take a broad look into the housing trust and how it interacts with the Council of Governments. This ad hoc has a term ending December 31, 2025.</p>	<p>Daniel Ramos, Adelanto Eunice Ulloa, Chino John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Rick Denison, Yucca Valley Curt Hagman, Supervisor</p>
<p><b>Selection of Executive Director Ad Hoc Committee</b> On January 8, 2025 the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President, for a term ending June 30, 2025.</p>	<p>The Ad Hoc Committee for selection of the Executive Director will consider how to proceed and make recommendations to the Board.</p>	<p>Ray Marquez, Chino Hills Frank Navarro, Colton Alan Wapner, Ontario Debra Jones, Victorville Rick Denison, Yucca Valley Dawn Rowe, Supervisor Curt Hagman, Supervisor</p>

**SBCTA Technical Advisory Committees**

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p><b>Transportation Technical Advisory Committee (TTAC)</b> Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.</p>	<p>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.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.</p>
<p><b>City/County Manager’s Technical Advisory Committee (CCM TAC)</b> 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.</p>	<p>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.</p>	<p>Meets bimonthly on the first Thursday of the month at 10:00 AM, at SBCTA.</p>
<p><b>Planning and Development Technical Forum (PDTF)</b> Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>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.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).</p>

Communication: Committee Membership (Committee Membership)

<b>Project Development Teams</b>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff.</p> <p>Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	Varies with the PDT.
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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