

AGENDA
Board of Directors Metro Valley Study Session

February 13, 2025

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

Location

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

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:

Hesperia City Council Chambers
9700 Seventh Avenue
Hesperia, CA 92345

Board of Directors

Valley Representatives

Study Session Chair

Helen Tran, Mayor
City of San Bernardino

Study Session Vice-Chair

Jesse Armendarez, Supervisor
Second District

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Council Member
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Bill Hussey, Mayor
City of Grand Terrace

Larry McCallon, Mayor Pro Tem
City of Highland

Ronald Dailey, Mayor Pro Tem
City of Loma Linda

John Dutrey, Mayor
City of Montclair

Alan Wapner, 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

Rudy Zuniga, Mayor Pro Tem
City of Upland

Judy Woolsey, Council Member
City of Yucaipa

Mountain/Desert Representatives

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Art Bishop, Mayor Pro Tem
Town of Apple Valley

Timothy Silva, Mayor
City of Barstow

Rick Herrick, Council Member
City of Big Bear Lake

Josh Pullen, Council Member
City of Hesperia

Janet Jernigan, Mayor
City of Needles

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

Debra Jones, Council Member
City of Victorville

Rick Denison, Council Member
Town of Yucca Valley

County Board of Supervisors

Paul Cook, *First District*

Curt Hagman, *Fourth District*

Ex-Officio Member – Catalino Pining, Caltrans

Ray Wolfe, Executive Director

Julianna Tillquist, General Counsel

Dawn Rowe, *Third District*

Joe Baca, Jr., *Fifth District*

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

AGENDA

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

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

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

CALL TO ORDER

(Meeting Chaired by Helen Tran)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Daniela Almada

Public Comment

Brief Comments from the General Public

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

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

Pg. 10

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

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

INFORMATIONAL ITEMS

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

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

Receive and file Change Order Report.

Presenter: Kristi Harris

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

DISCUSSION ITEMS

Discussion - Project Delivery

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

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

A. Approve award of 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.

B. Approve award of 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.

C. Approve award of 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.

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

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

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

A. Authorize the Executive Director, or 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 is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item, the draft agreement, and the draft amendment.

Discussion - Regional/Subregional Planning

5. Long Range Multimodal Transportation Plan - Final Report

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

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 and will also be presented to the Mountain/Desert Committee on February 21, 2025. Prior presentations on the LRMTTP were made to the Board of Directors Metro Valley Study Session on November 14, 2024 and the Mountain/Desert Policy Committee on November 15, 2024.

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance
Acronym List
Mission Statement

**The next Board of Directors Metro Valley Study Session is scheduled
for March 13, 2025.**

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

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

Your cooperation is appreciated!

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

Attendance.

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

Basic Agenda Item Discussion.

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

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

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Revised June 7, 2023

Minute Action

AGENDA ITEM: 1

Date: February 13, 2025

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

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

Item No.	Contract No.	Principals & Agents	Subcontractors
3	25-1003206	Epic Land Solutions, Inc <i>Darcy Mendoza/ Kari Anvick</i>	Psommas, 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
	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

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

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3 (cont.)			Terraphase Carry All Property Maintenance Geocon J&G Industries BELOW
	25-1003259	Overland, Pacific & Cutler, LLC <i>Brian Everett/ Victoria Cook</i>	Hennessy & Hennessy, LLC RP Laurain CBRE Santolucito Dore Guida Psomas Converse Consultants SCS Engineers Commonwealth Land
5	N/A	Southern California Association of Governments	None

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Kristi Harris, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: February 13, 2025

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: February 13, 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 Metro Valley Study Session Agenda Item

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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 1st 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

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

Responsible Staff:

Kristi Harris, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: February 13, 2025

Witnessed By:

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
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 fluctuation 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 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

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
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

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
Metrolink Active Transportation Program Phase II Project (23-1002919)		
Number	Description	Amount
12	Tree removal.	\$16,900.92
CCO Total		\$92,436.90
Approved Contingency		\$900,661.70
Remaining Contingency		\$808,224.80
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
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		(\$883,967.98)
Approved Contingency		\$8,098,400.00
Remaining Contingency		\$8,982,367.98
SR 210 Waterman Interchange Improvement Project (24-1003027)		
Number	Description	Amount
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
I-215 University Parkway Interchange (23-1002955)		
Number	Description	Amount
CCO Total		\$0.00
Approved Contingency		\$1,129,988.00
Remaining Contingency		\$1,129,988.00
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
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: 3

Date: February 13, 2025

Subject:

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

Recommendation:

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

A. Approve award of 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.

B. Approve award of 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.

C. Approve award of 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.

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 Metro Valley Study Session Agenda Item

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

Responsible Staff:

Tracy Escobedo, Management Analyst II

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Approved
Board of Directors Metro Valley Study Session
Date: February 13, 2025
Witnessed By:

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. 3rd Street, 2nd 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 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

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

<https://sanbag-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, 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.

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

ARTICLE 33. DISPUTES

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

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Darin Hittle
Chief Executive Officer

By: _____
Julianna K. Tillquist
General Counsel

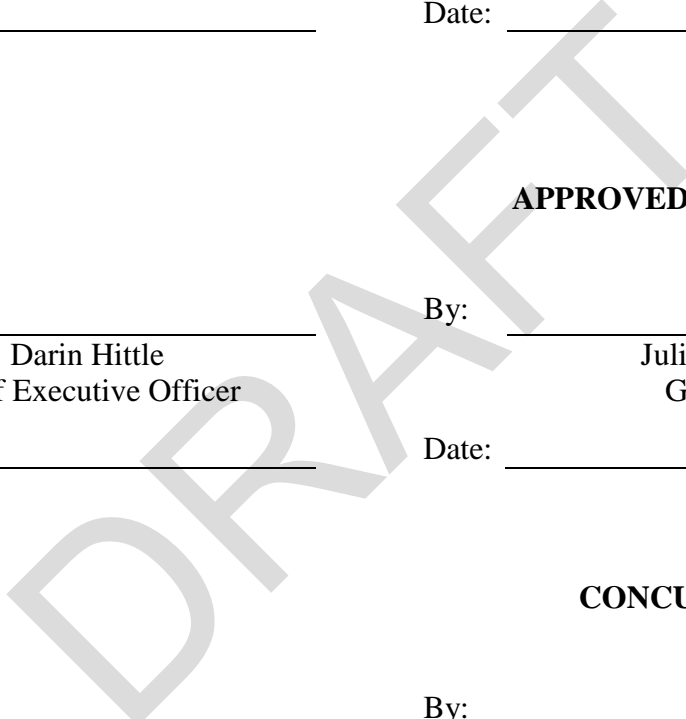
Date: _____

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____



Attachment: [PDF] Contract 25-1003206 Epic Land Solutions - On Call Right of Way Services (11257 : 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.

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. 3rd Street, 2nd 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 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

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

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

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

4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

4.7 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, 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.

To CONSULTANT	To SBCTA
200 Spectrum Center, Suite 300	1170 W. 3rd Street, 2nd Floor
Irvine, CA 92618	San Bernardino, CA 92410-1715
Attn: Amber Costello	Attn: Tracy Escobedo
Email: acostello@monumentrow.com	Email: tescobedo@gosbcta.com
Phone: (562) 260-0507	Phone: (909) 884-8276
	Copy: Procurement Manager
	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

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

MONUMENT ROW

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Amber Costello
Chief Executive Officer

By: _____
Ray Marquez
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Joey Mendoza
Secretary

By: _____
Julianna K. Tillquist
General Counsel

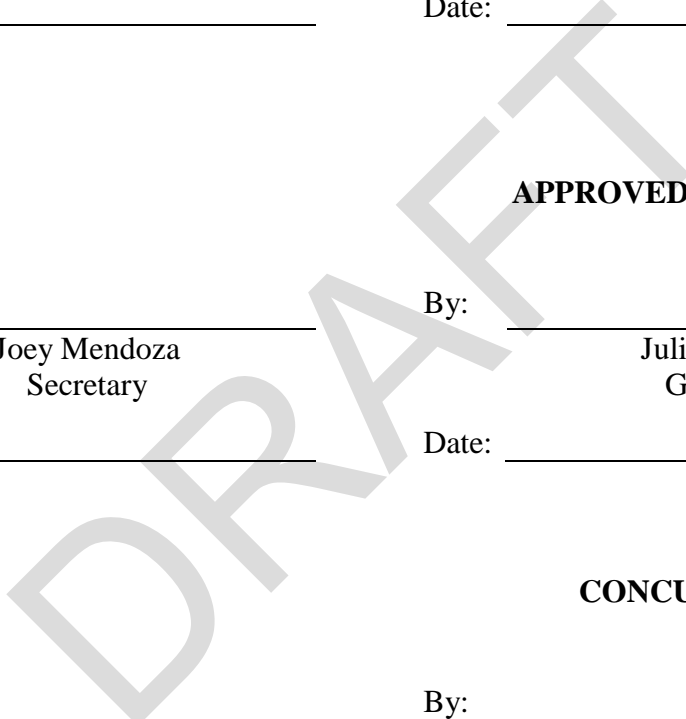
Date: _____

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____



Attachment: [PDF] Contract 25-1003258 - Monument ROW - On-Call Right of Way Services (11257 : 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. 3rd Street, 2nd 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 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

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

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

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

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

4.7 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, 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.

To CONSULTANT	To SBCTA
5000 Airiport Plaza Drive, Suite 250	1170 W. 3rd Street, 2nd Floor
Long Beach, CA 90815	San Bernardino, CA 92410-1715
Attn: Vicky Cook	Attn: Tracy Escobedo
Email: vcook@transystems.com	Email: tescobedo@gosbcta.com
Phone: (951) 683-2353	Phone: (909) 884-8276
	Copy: Procurement Manager
	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

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

DRAFT

Attachment: [PDF] Contract 25-1003259 - OPC a TranSystem Company - On-Call Right of Way Services (11257 : Contract Awards for On-Call

**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

Minute Action

AGENDA ITEM: 4

Date: February 13, 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 following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority (SBCTA), at a regularly scheduled Board meeting:

A. Authorize the Executive Director, or 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

Entity: San Bernardino County Transportation Authority

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

Responsible Staff:

Heng Chow, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: February 13, 2025

Witnessed By:

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	\$	-
Total/Revised Contract Value	\$	436,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	436,000.00

Contract Authorization

Board of Directors Date: 03/05/2025 Committee Item # _____

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 (11170 : 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

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Attachment: [PDF] 25-1003249 (11170 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

Agreement No. 08-1798
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EA: 08-1P710
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Attachment: [PDF] 25-1003249 (11170 : 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.

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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

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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

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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:

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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.

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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:

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- 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

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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.

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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.

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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.

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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

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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.

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

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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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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 ^L (80.00%) (CON)	0	7,000,000	7,000,000
FEDERAL	SBCTA	RSTBGP ^L (80.00%) (CON)	7,008,000 ^T	2,000,000	9,008,000
STATE	SBCTA	TCEP ^P (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 ^M	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

^LLump sum fund not subject to proportional shares.

^TToll Credits have been applied as the 20% non-federal match.

^PProportional share based on Baseline Agreement CON cost of \$375,718,000 vs current estimate of \$427,708,000

^MUsed 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

DRY

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 (11170 : 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	\$	-
Total/Revised Contract Value	\$	-	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	-

Contract Authorization

Board of Directors Date: 03/05/2025 Committee Item # _____

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 (11170 : 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, 2nd Floor
San Bernardino, CA 92410
Attn: Director of Express Lanes

Fax (909) 885-4407

Caltrans:
California Department of Transportation
464 West Fourth Street
San Bernardino, CA 92401
Attn: Deputy District Director, Traffic
Operations

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 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 (11170 : 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

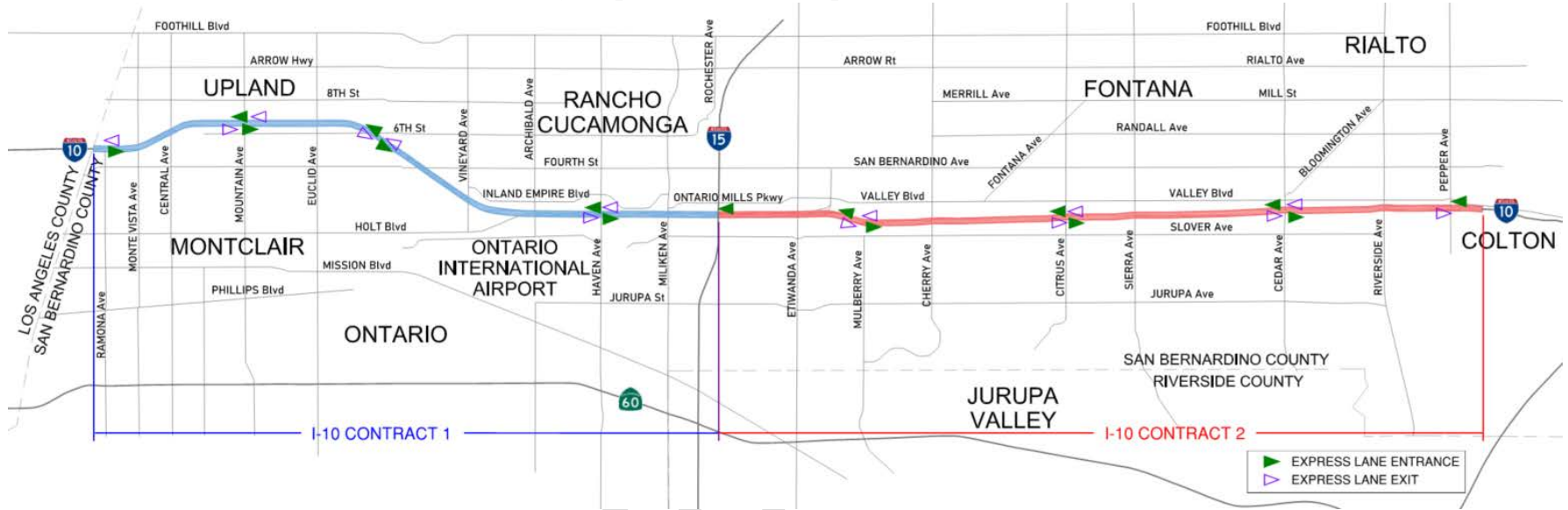
I-10 Contract 1 & 2 Express Lanes Toll Facility Map



Attachment: [PDF] 18-1001830-1 (11170 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

FIGURE 2

Project Vicinity Map- I-10 Corridor Express Lanes Contract 1 & 2

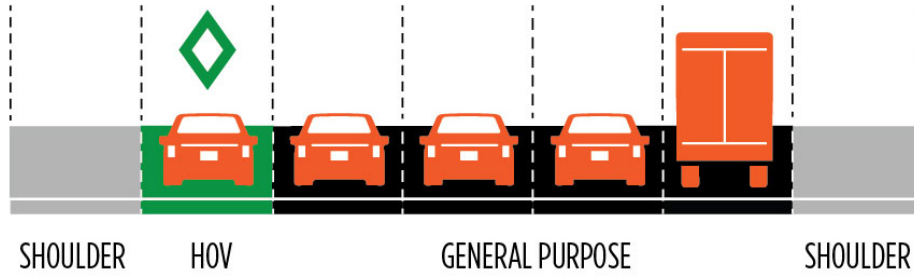


Attachment: [PDF] 18-1001830-1 (11170 : I-10 Express Lanes - Contract 2A Construction Coop and TFA

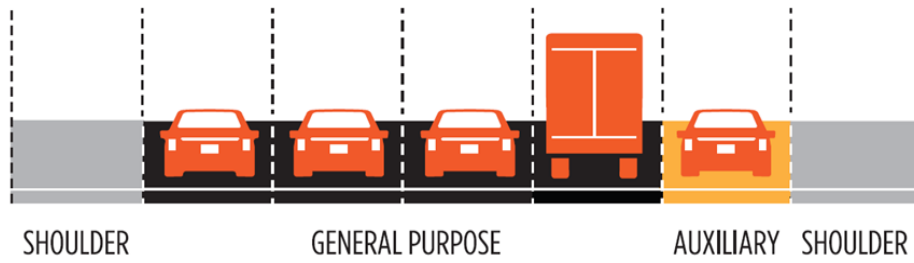
Figure 3 – Typical Cross-Sections

Proposed Cross-Sections

EXISTING I-10 CONTRACT 1

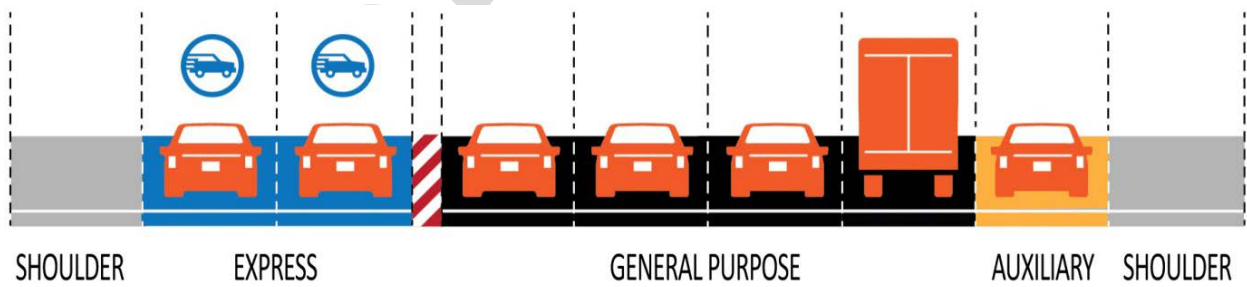


County Line to Haven Avenue



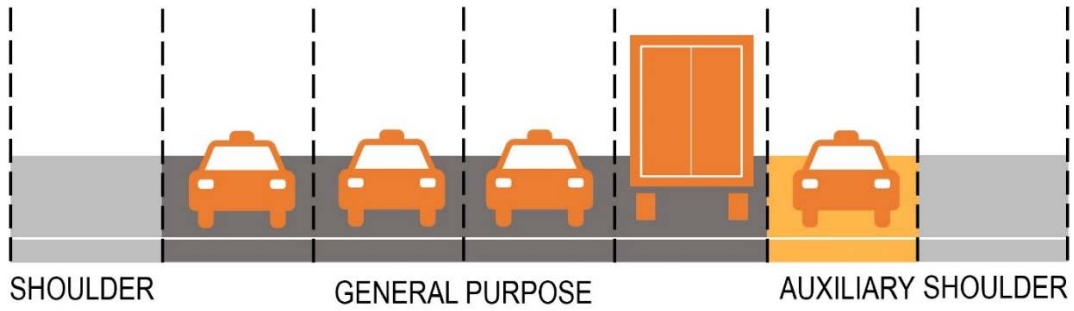
Haven Avenue to I-15

PROPOSED I-10 CONTRACT 1



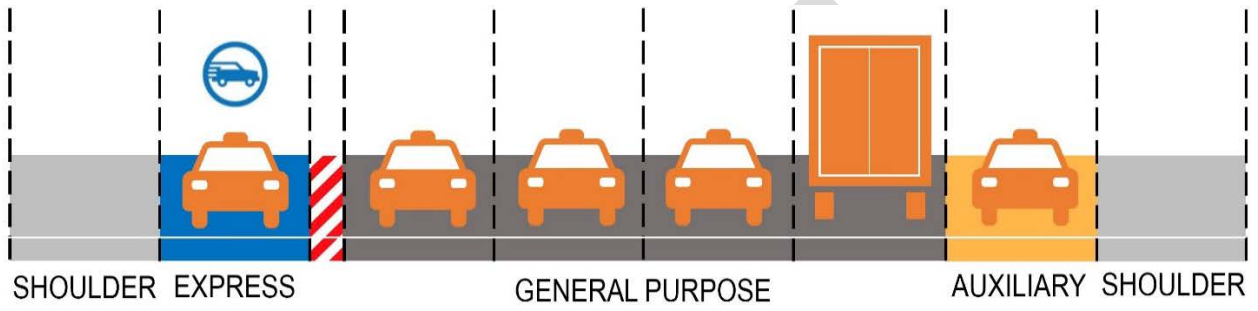
Attachment: [PDF] 18-1001830-1 (11170 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

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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Attachment: [PDF] 18-1001830-1 (11170 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

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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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Attachment: [PDF] 18-1001830-1 (11170 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

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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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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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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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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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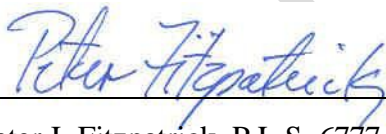
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20038.00 feet; thence westerly 511.89 feet along said curve through a central angle of $01^{\circ}27'49''$; thence North $89^{\circ}55'19''$ West 630.81 feet; thence South $89^{\circ}36'06''$ West 755.95 feet; thence North $89^{\circ}54'00''$ West 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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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

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)				

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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)			
	S 12°17'09" W (Radial)			
PCC ()		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)			
	S 14°55'13" W (Radial)			
PCC ()		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)			
	S 23°55'54" W (Radial)			
PCC ()		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)			
	S 33°15'46" W (Radial)			
PCC ()		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)			
	S 35°07'46" W (Radial)			
EC ()		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			

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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

Attachment: [PDF] 18-1001830-1 (11170 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

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
PI (	N 87°08'19" E	250.01	1847273.919	6704772.768	0.000
PI (	S 2°56'12" E	27.92	1847246.033	6704774.199	0.000
BC (
	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
PI (	N 89°56'31" W	6543.24	1847219.855	6696924.560	0.000
PI (	S 0°13'04" W	29.00	1847190.855	6696924.450	0.000
PI (	N 89°56'31" W	3633.00	1847194.544	6693291.452	0.000
PI (	S 89°33'36" W	1035.04	1847186.595	6692256.443	0.000
PI (	N 89°56'31" W	227.86	1847186.826	6692028.587	0.000
PI (	N 89°07'24" W	770.08	1847198.608	6691258.599	0.000
PI (	N 89°56'31" W	944.14	1847199.567	6690314.455	0.000
PI (	S 31°13'00" E	12.80			

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 (11170 : 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			

Attachment: [PDF] 18-1001830-1 (11170 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

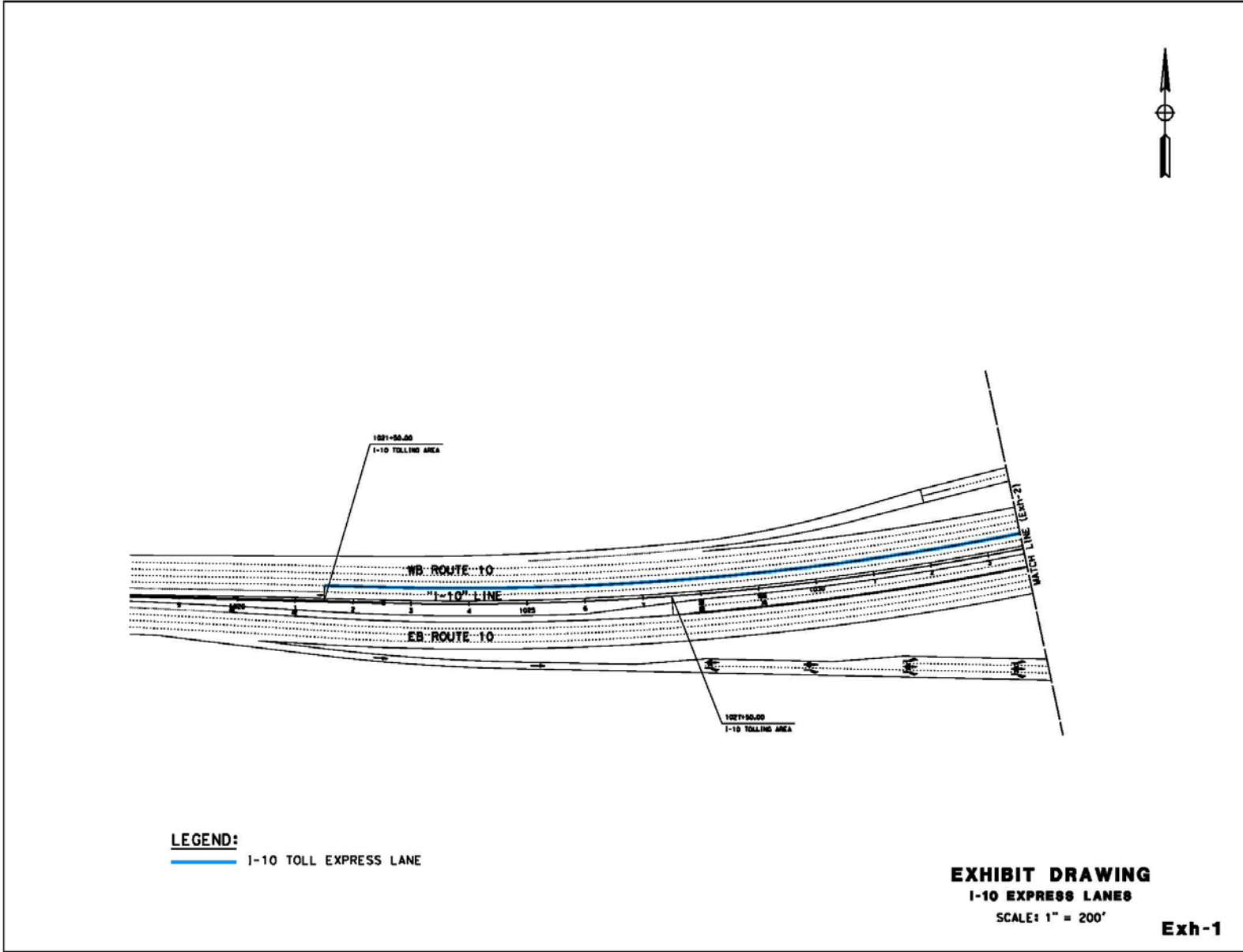
Tangent:	552.51			
Middle Ordinate:	30.45			
External:	30.64			
N 12°17'49" E (Radial)				
CC ()		1849365.116	6669048.518	0.000
N 84°03'03" W (Chord)				
N 0°23'54" W (Radial)				
EC ()		1854331.736	6669013.992	0.000
S 89°36'06" W	1370.20			
PI ()		1854322.211	6667643.829	0.000
S 89°06'13" W	230.01			
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 (11170 : 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





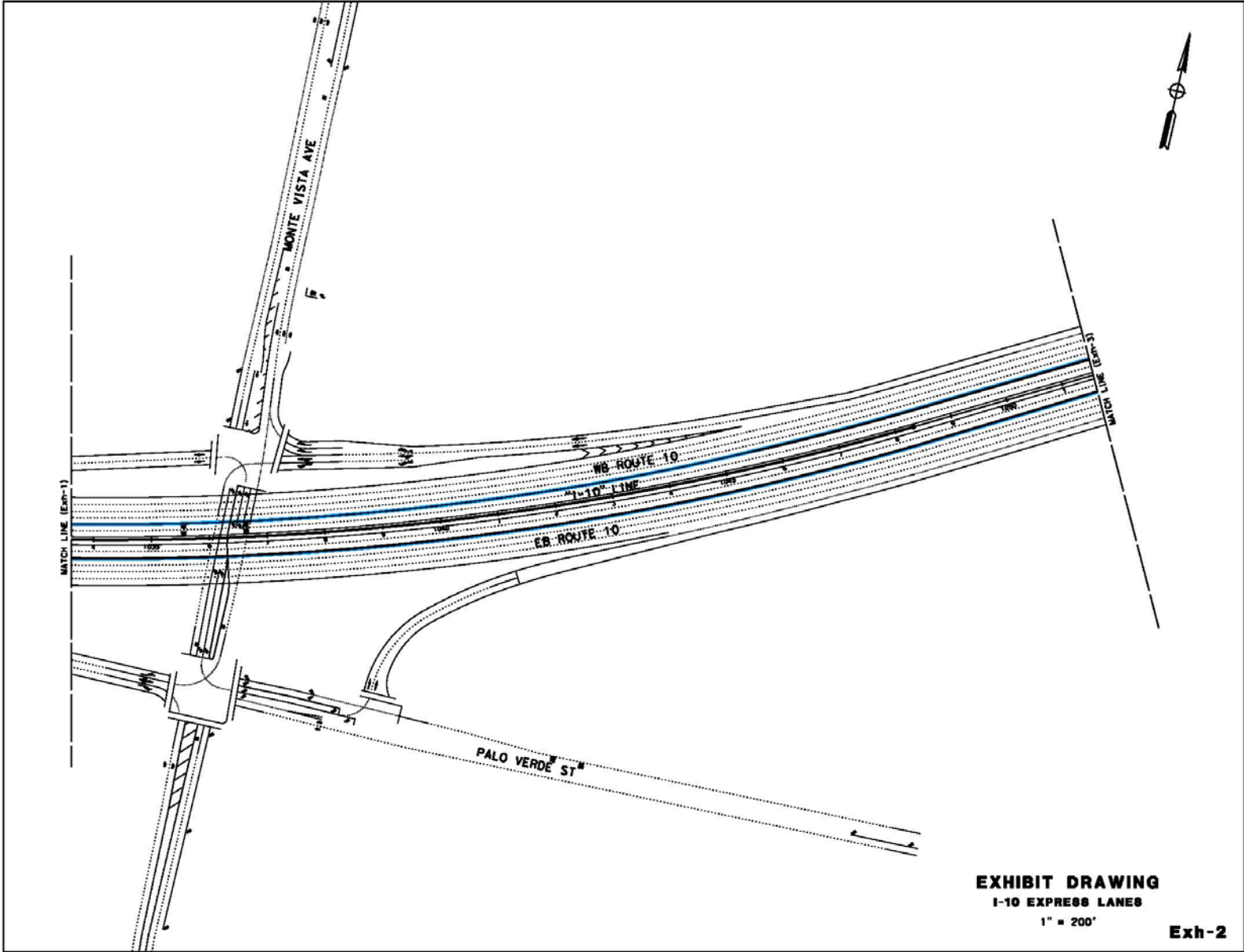
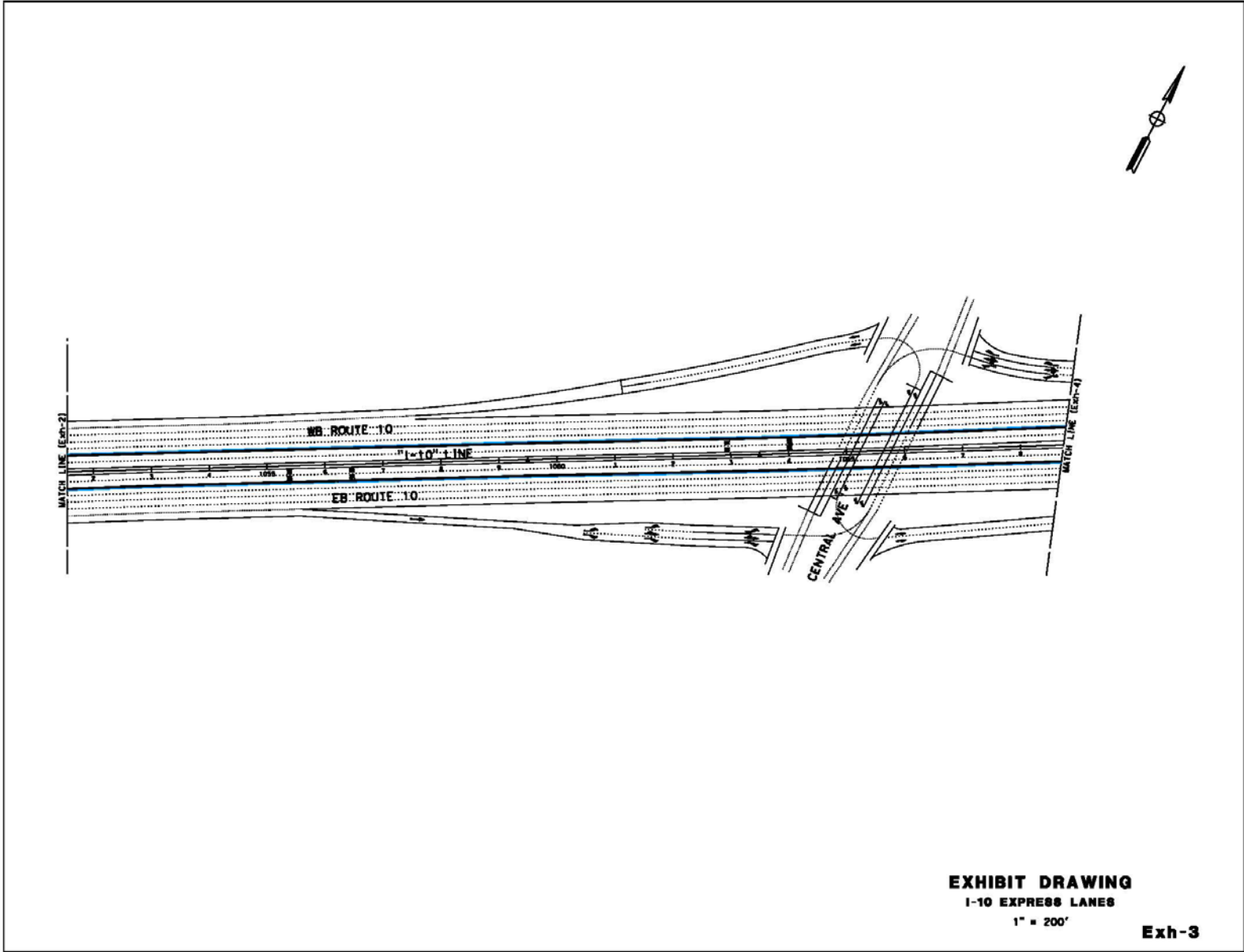
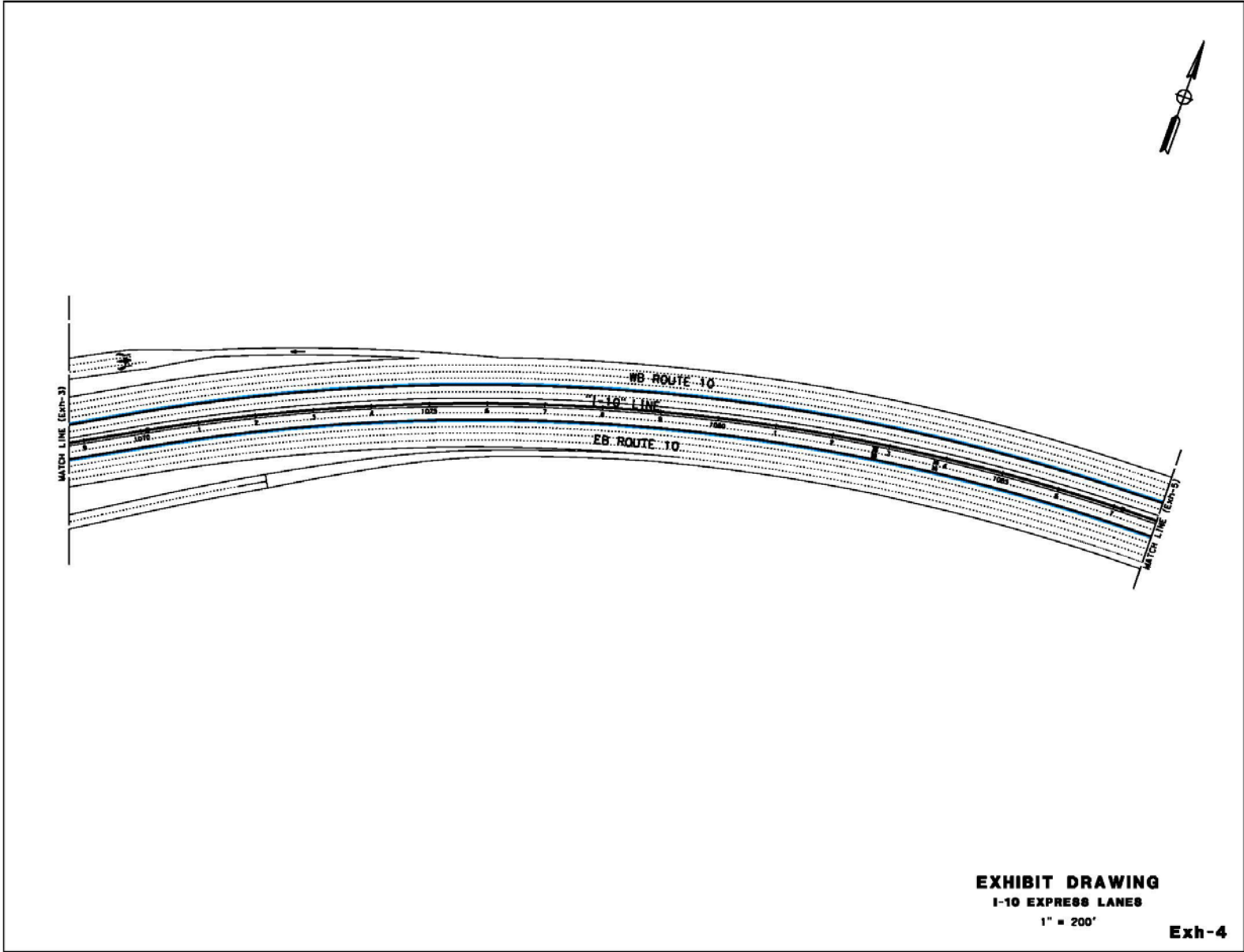


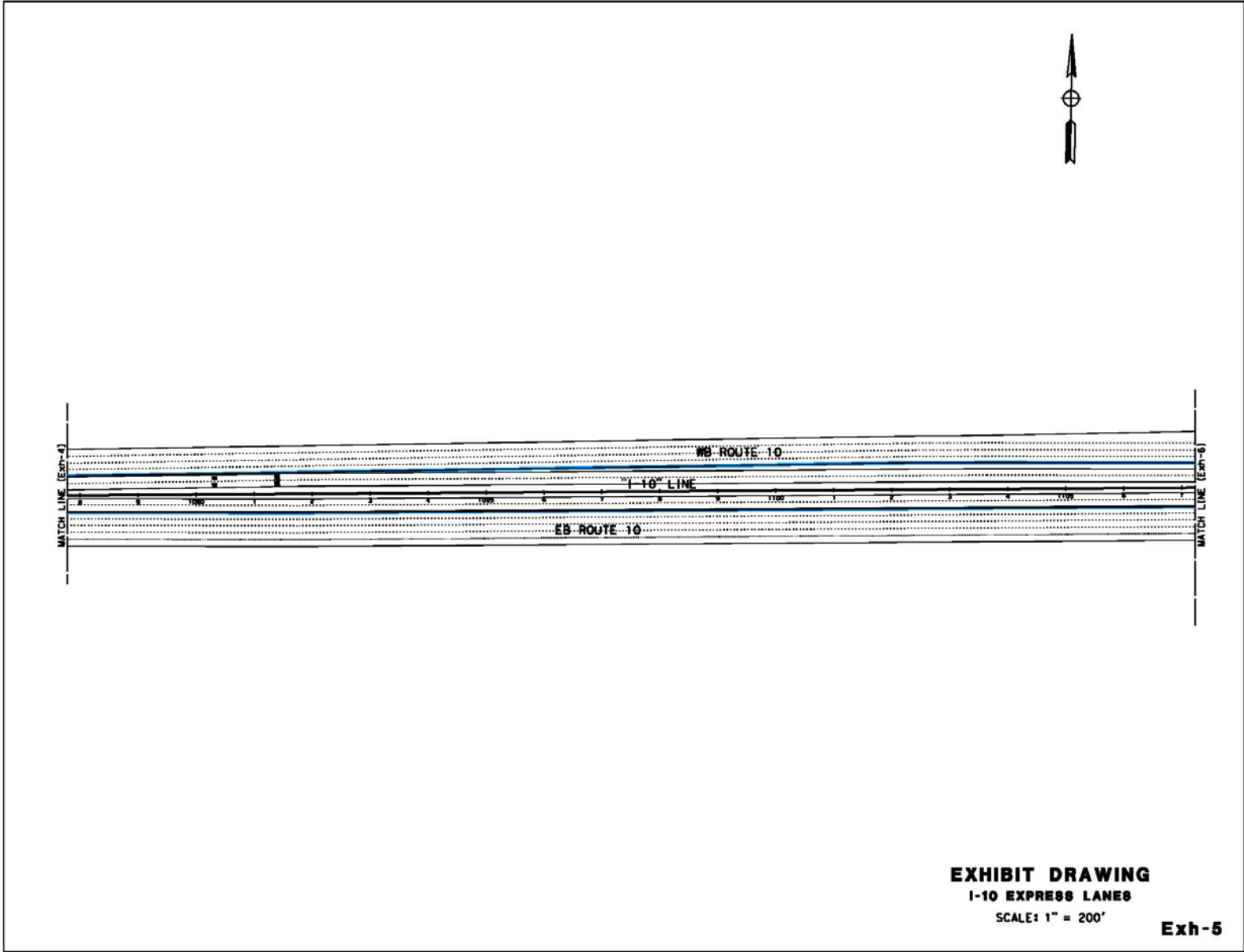
EXHIBIT DRAWING
I-10 EXPRESS LANES
1" = 200'

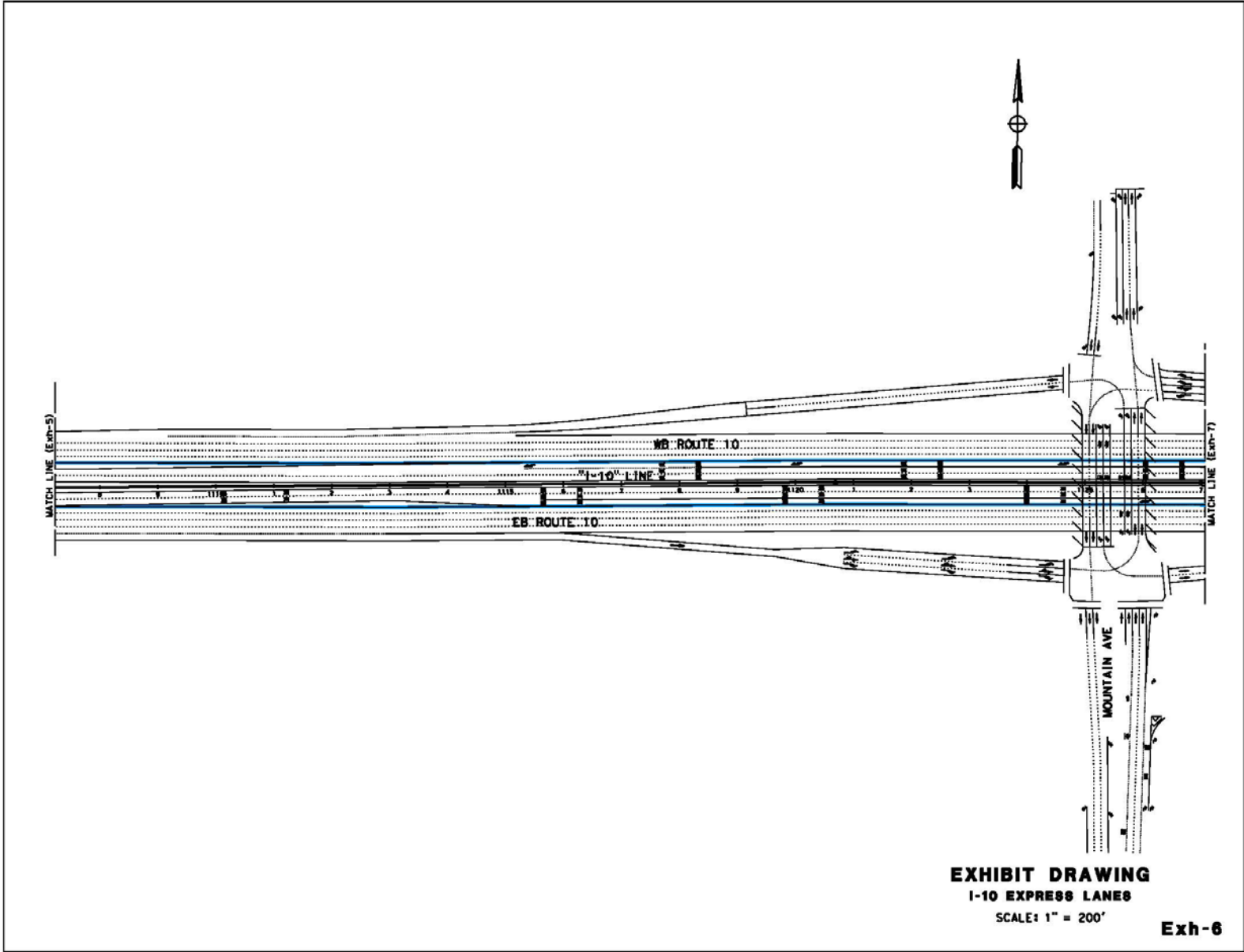
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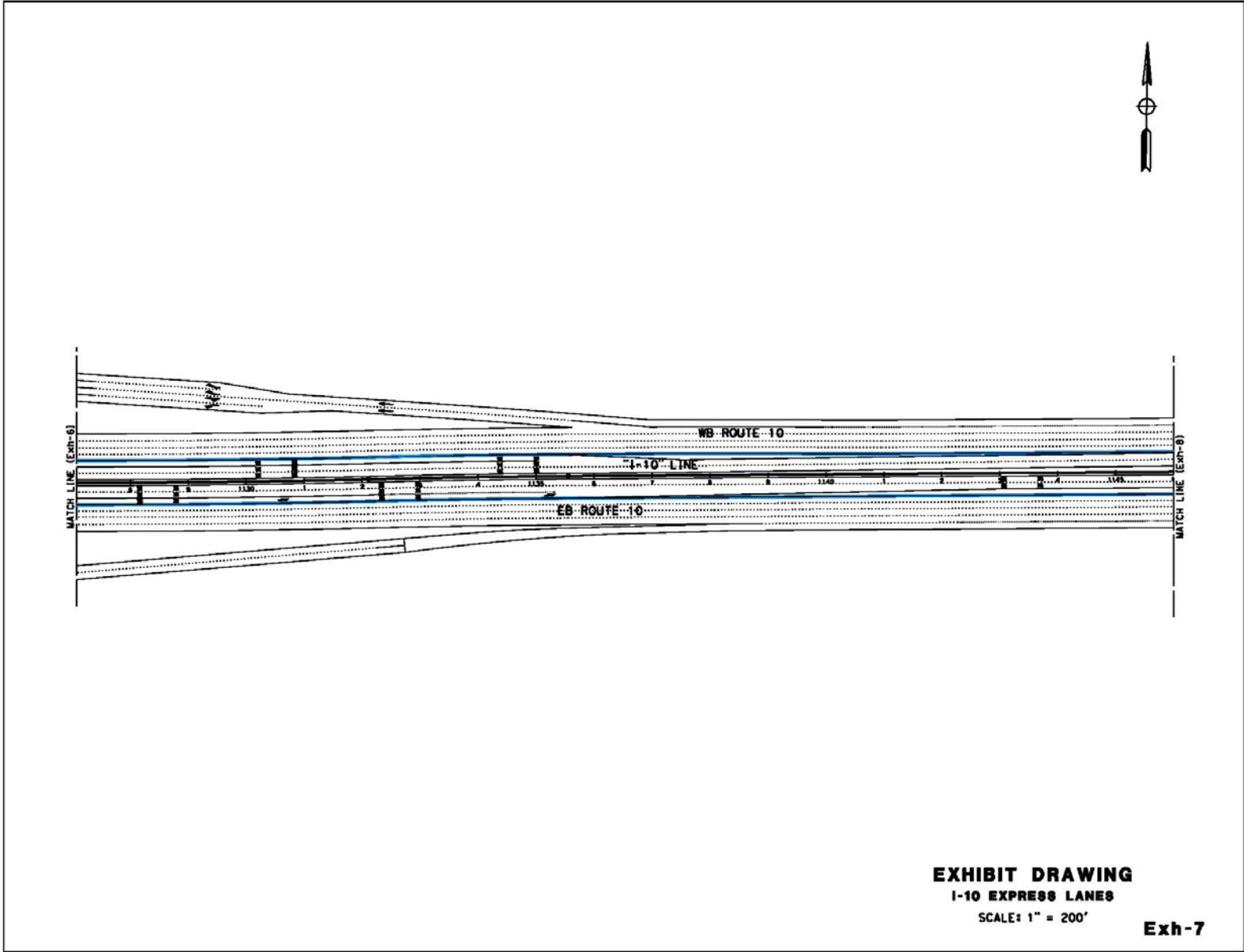


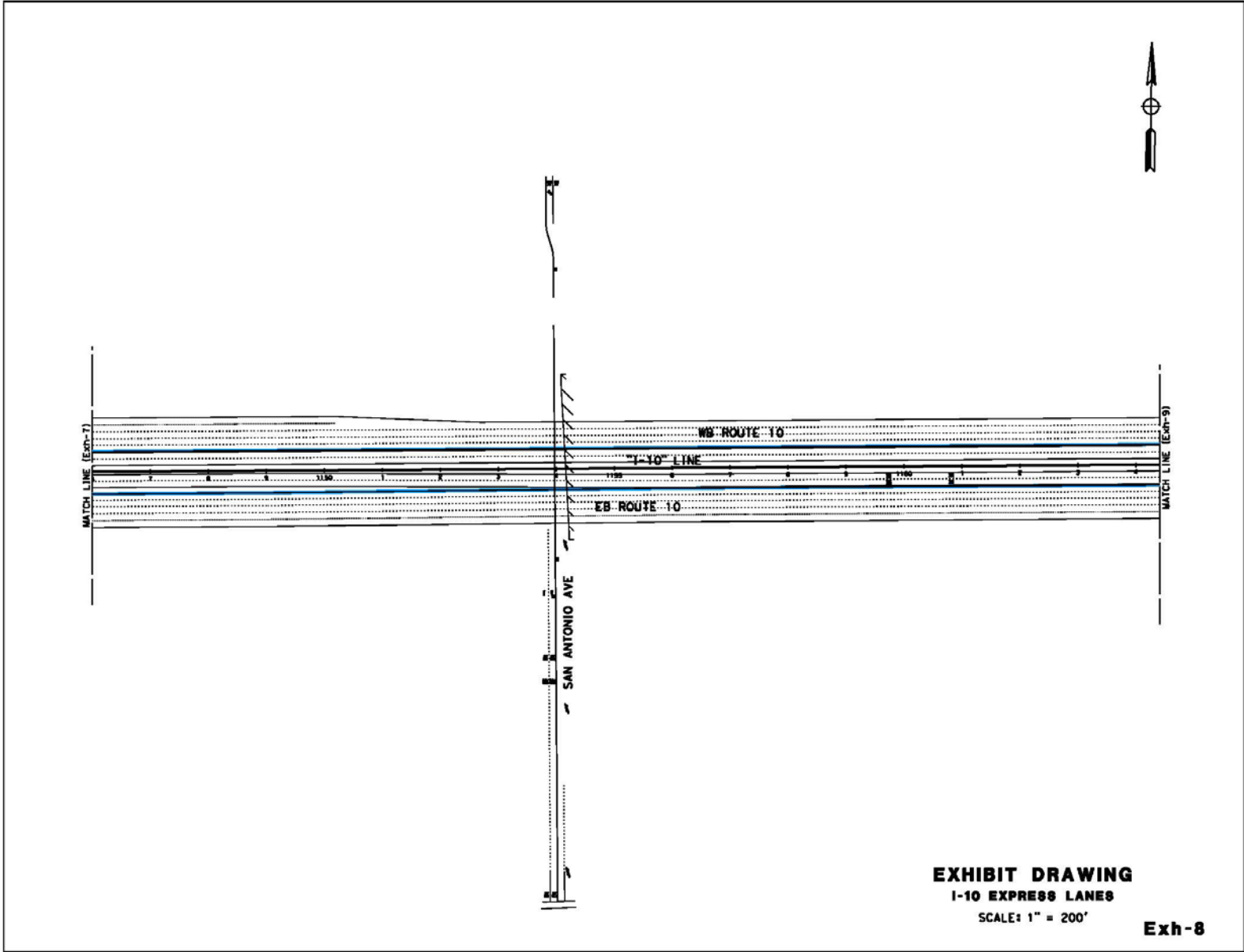


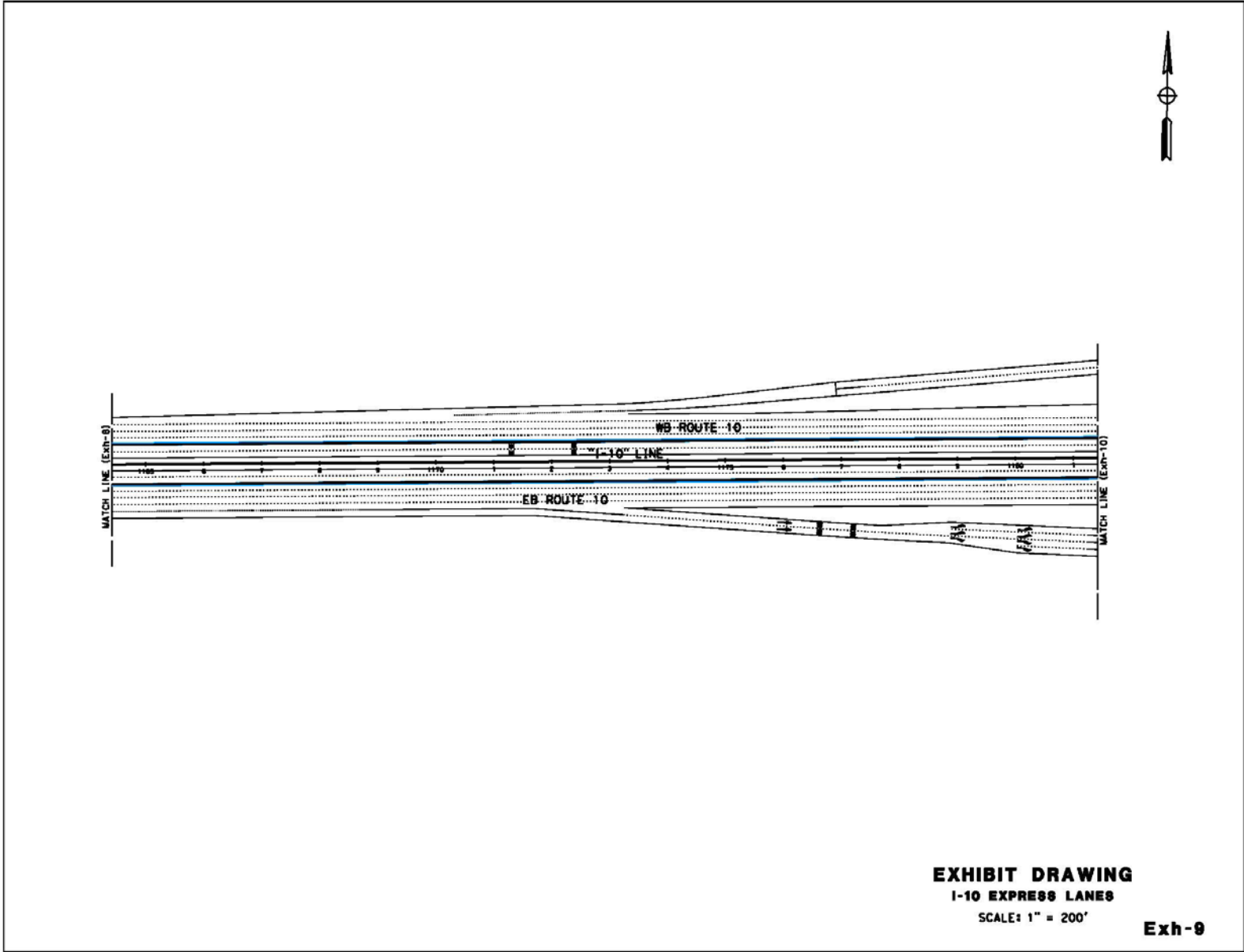
Attachment: [PDF] 18-1001830-1 (11170 : I-10 Express Lanes - Contract 2A Construction Coop and TFA

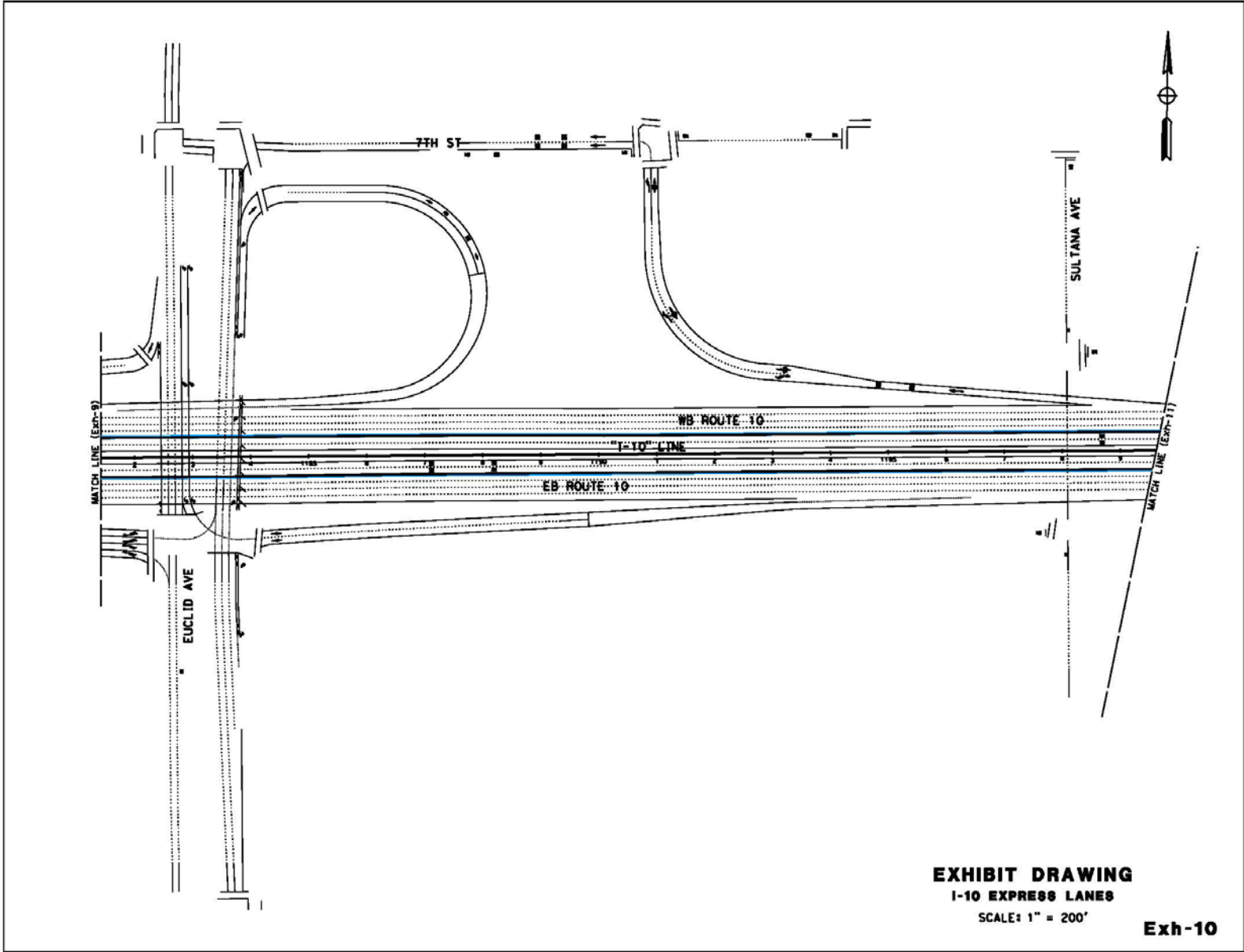


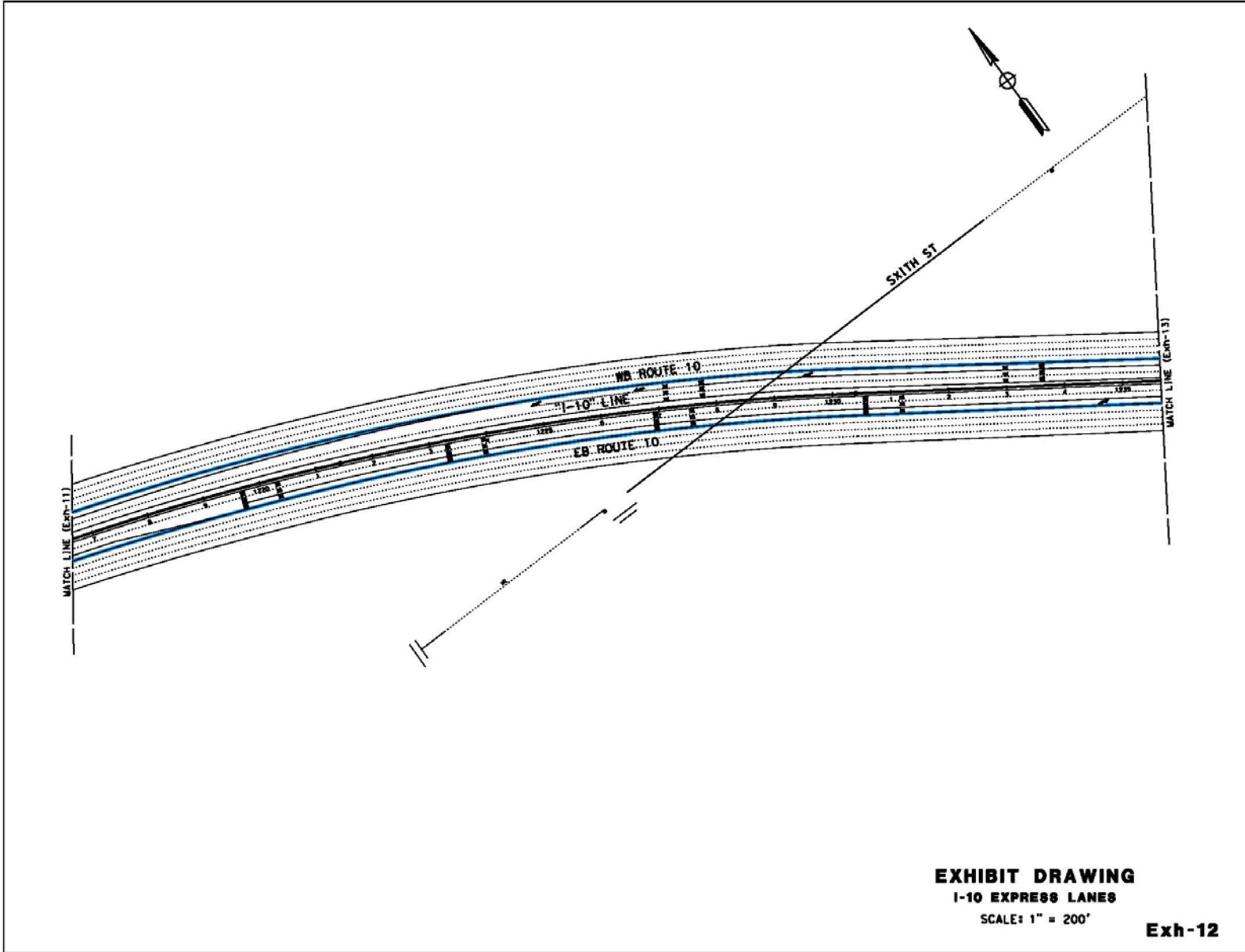


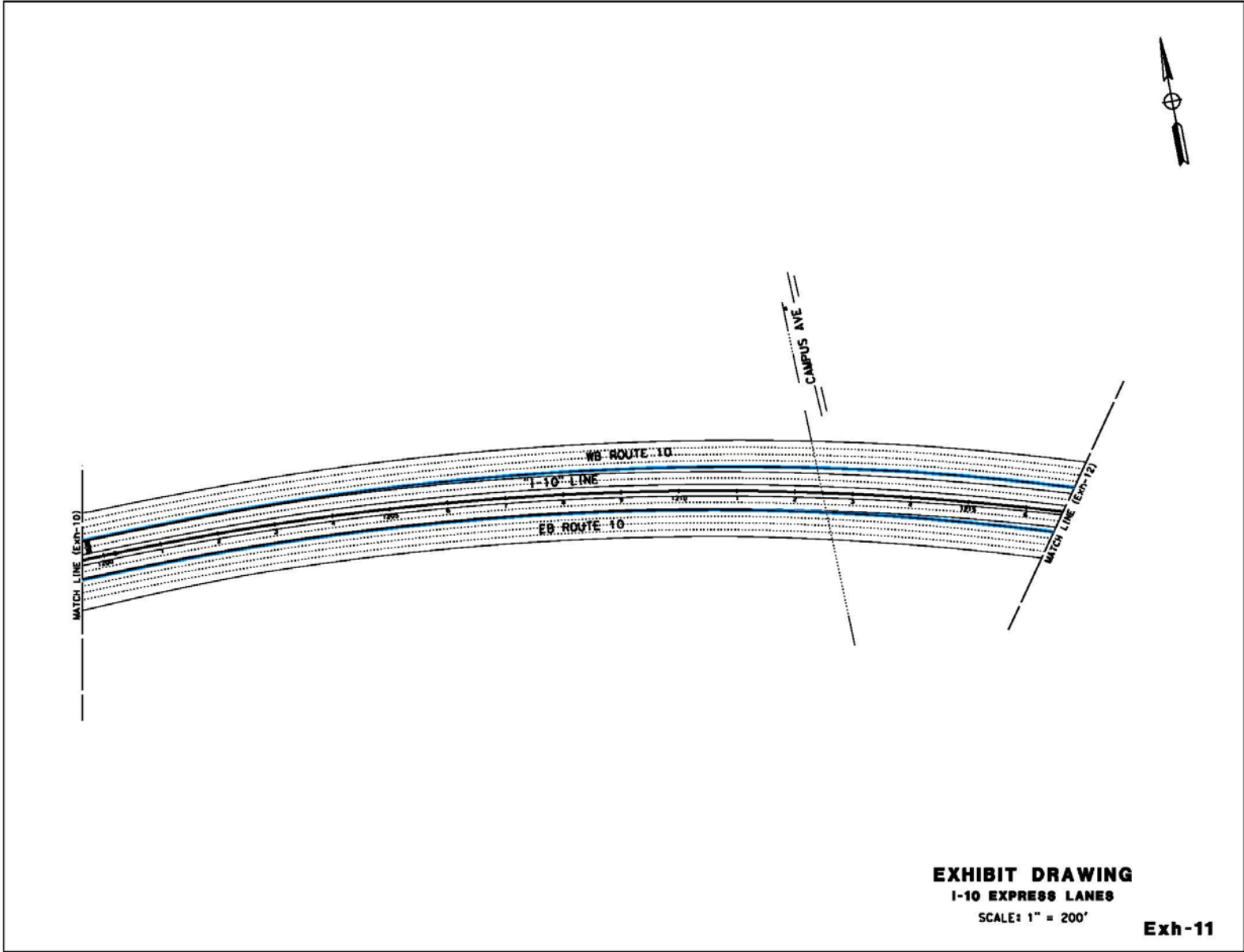


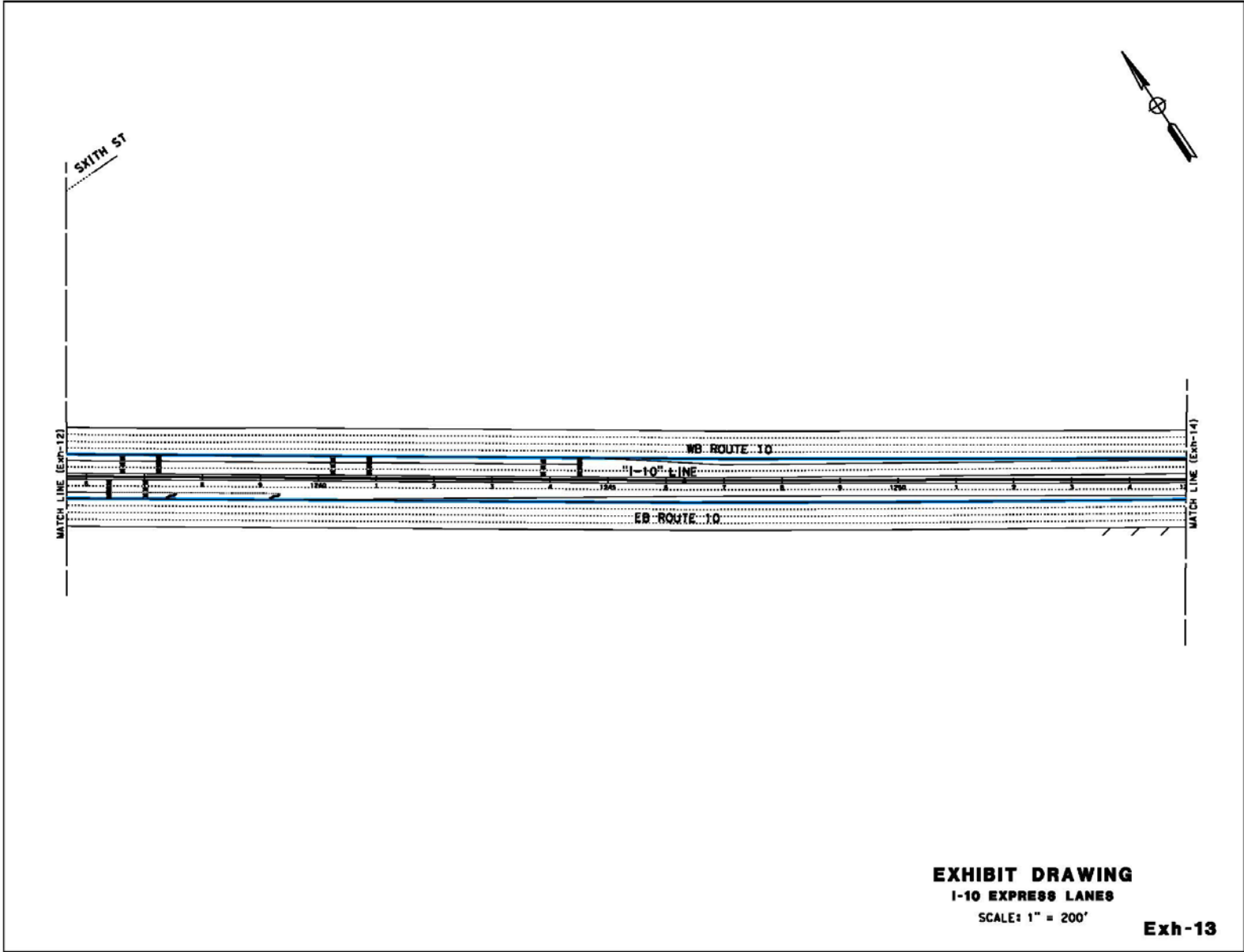


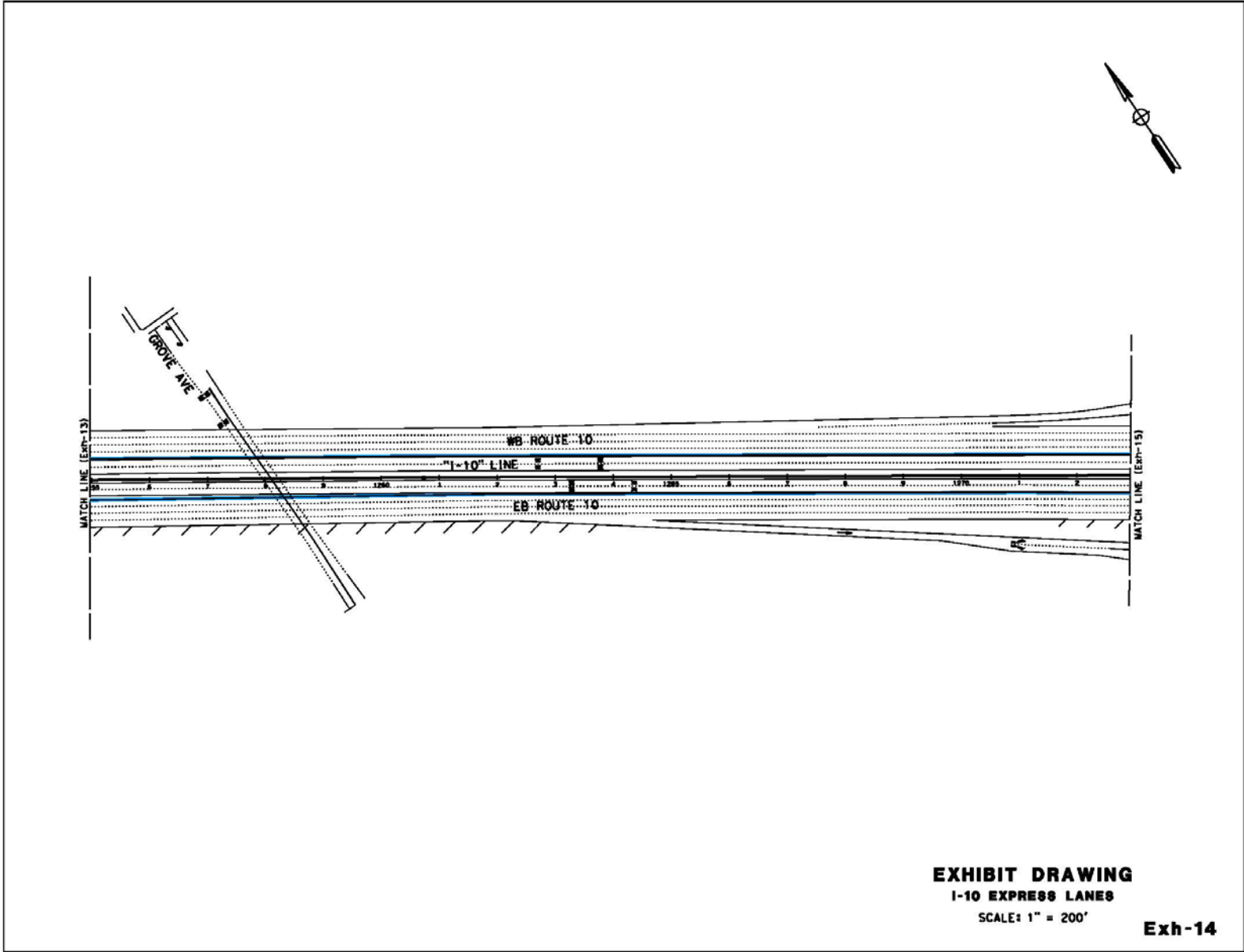


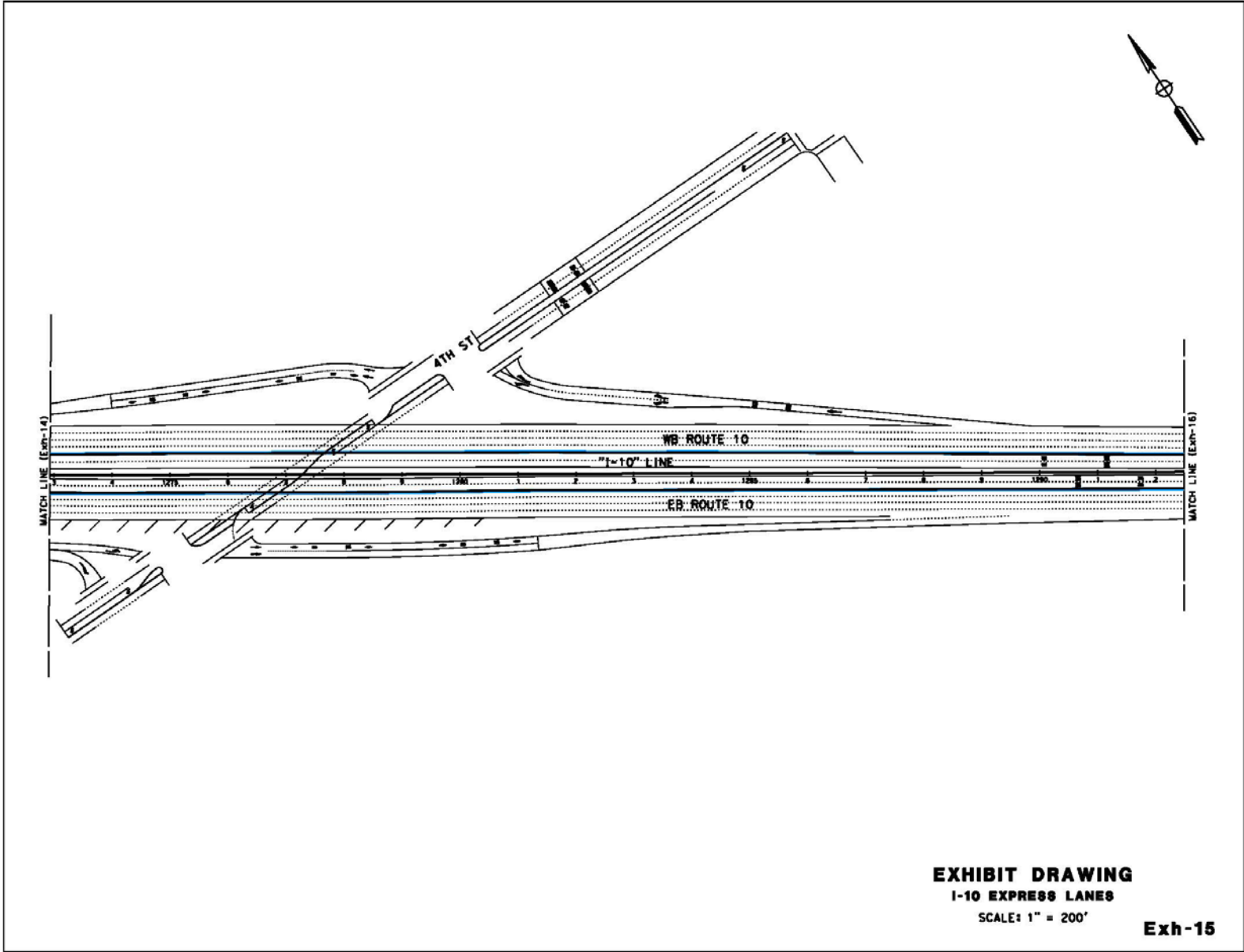


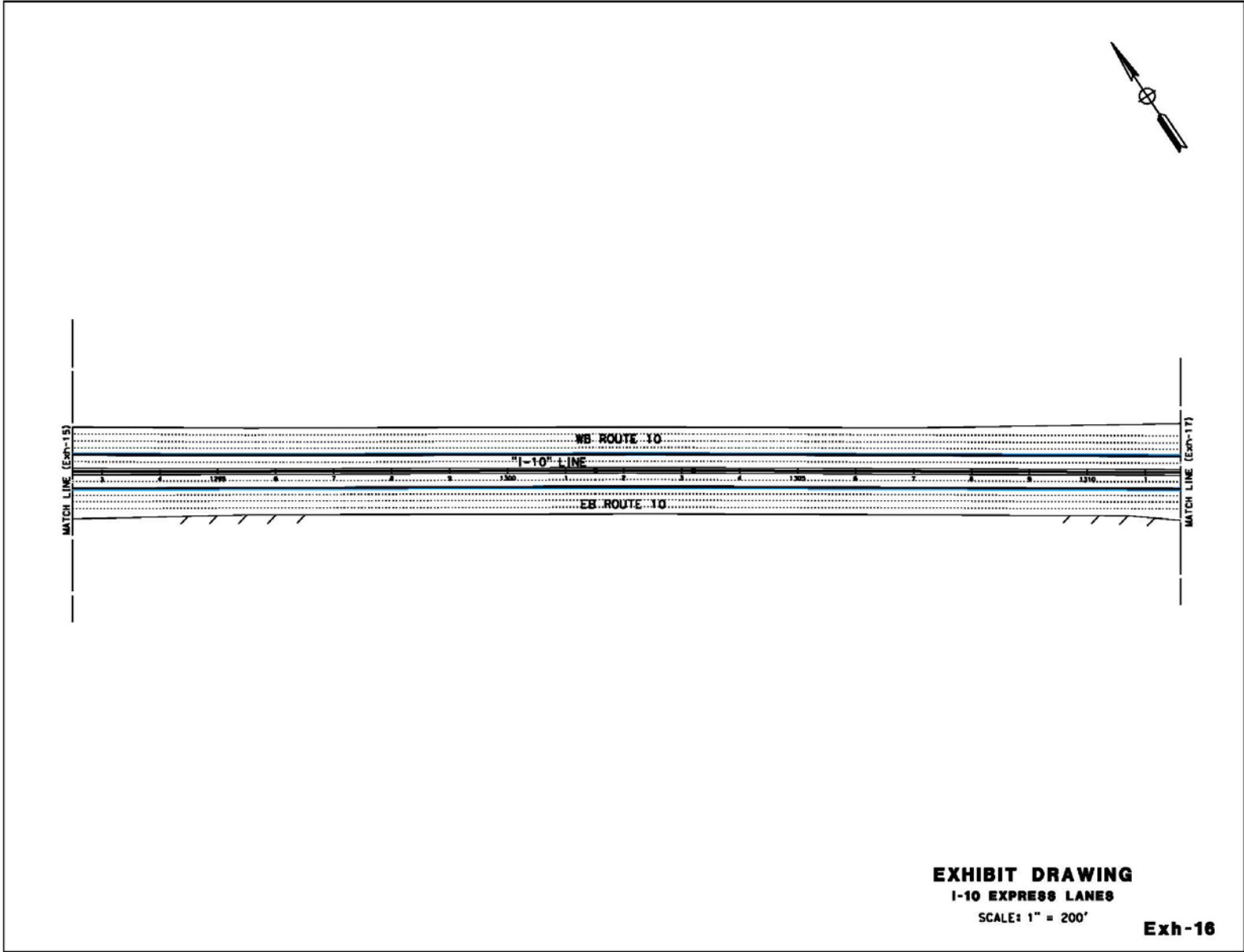


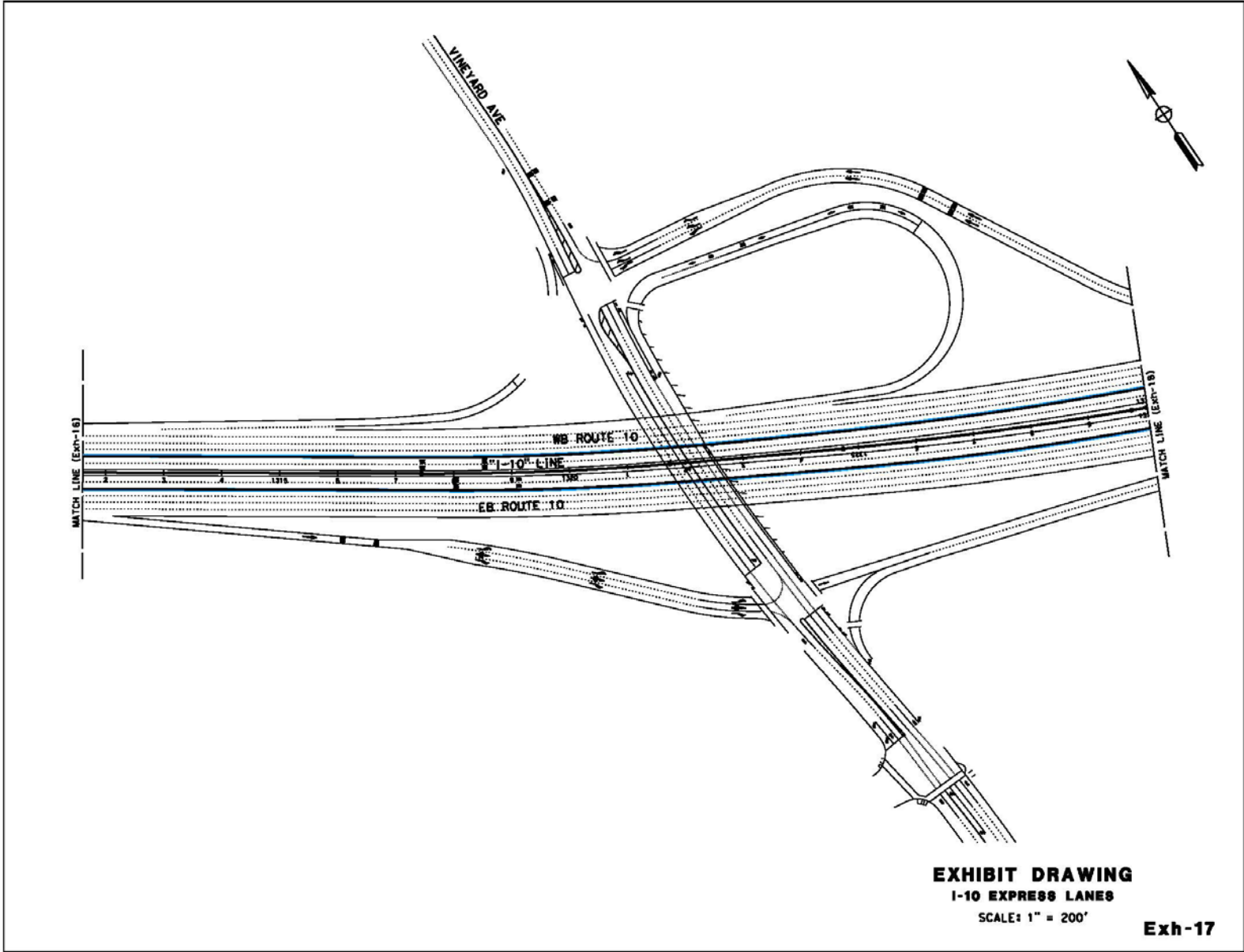




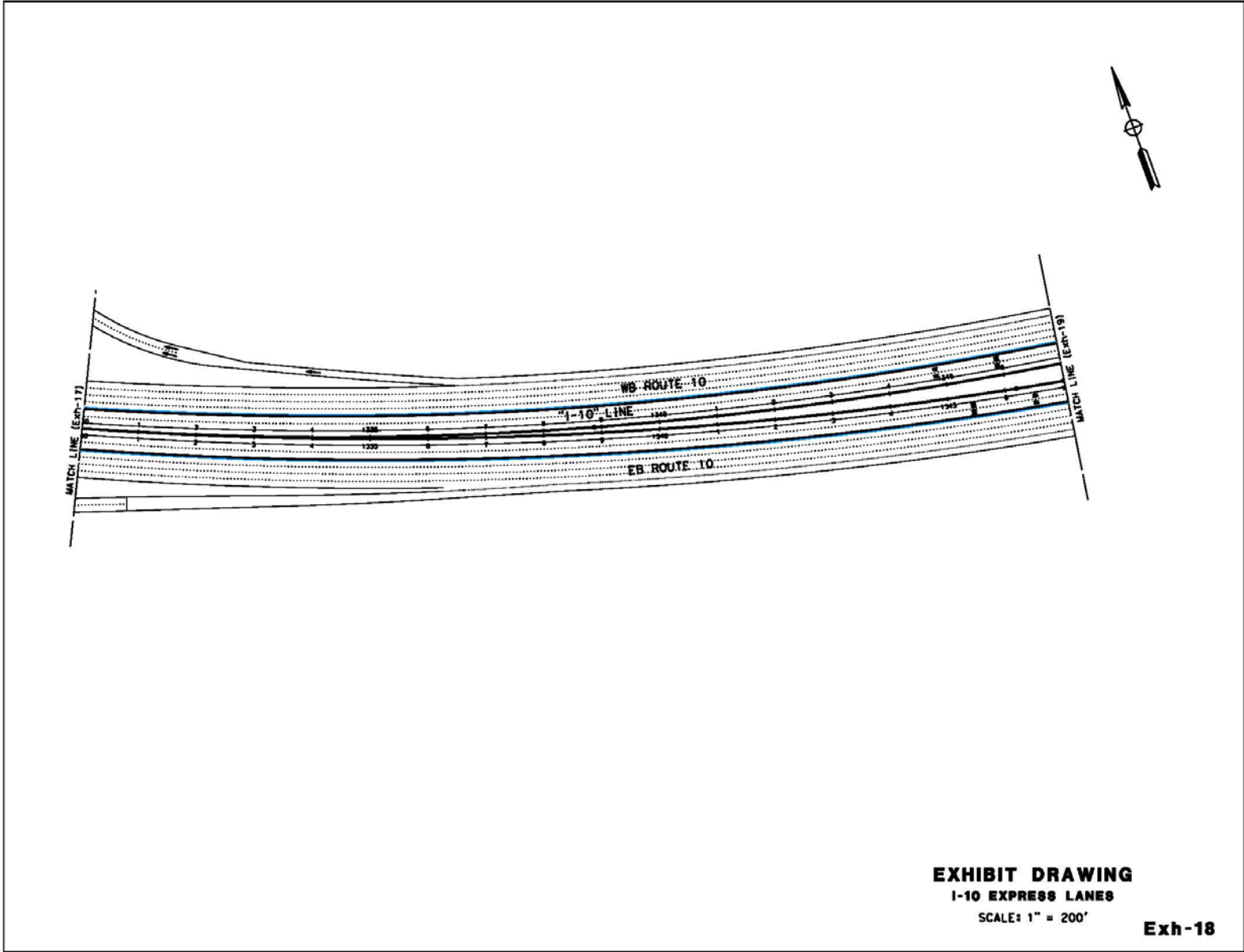


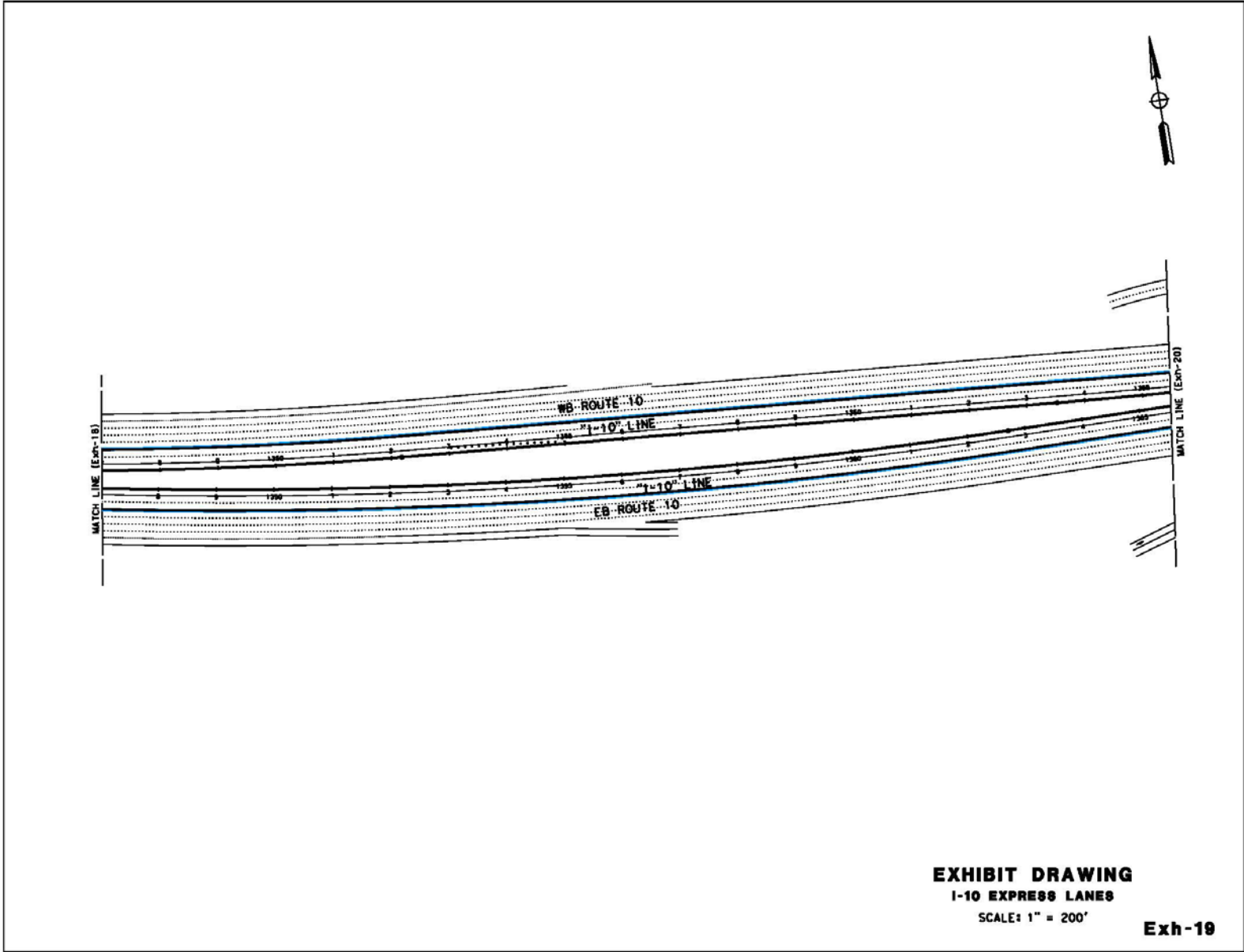




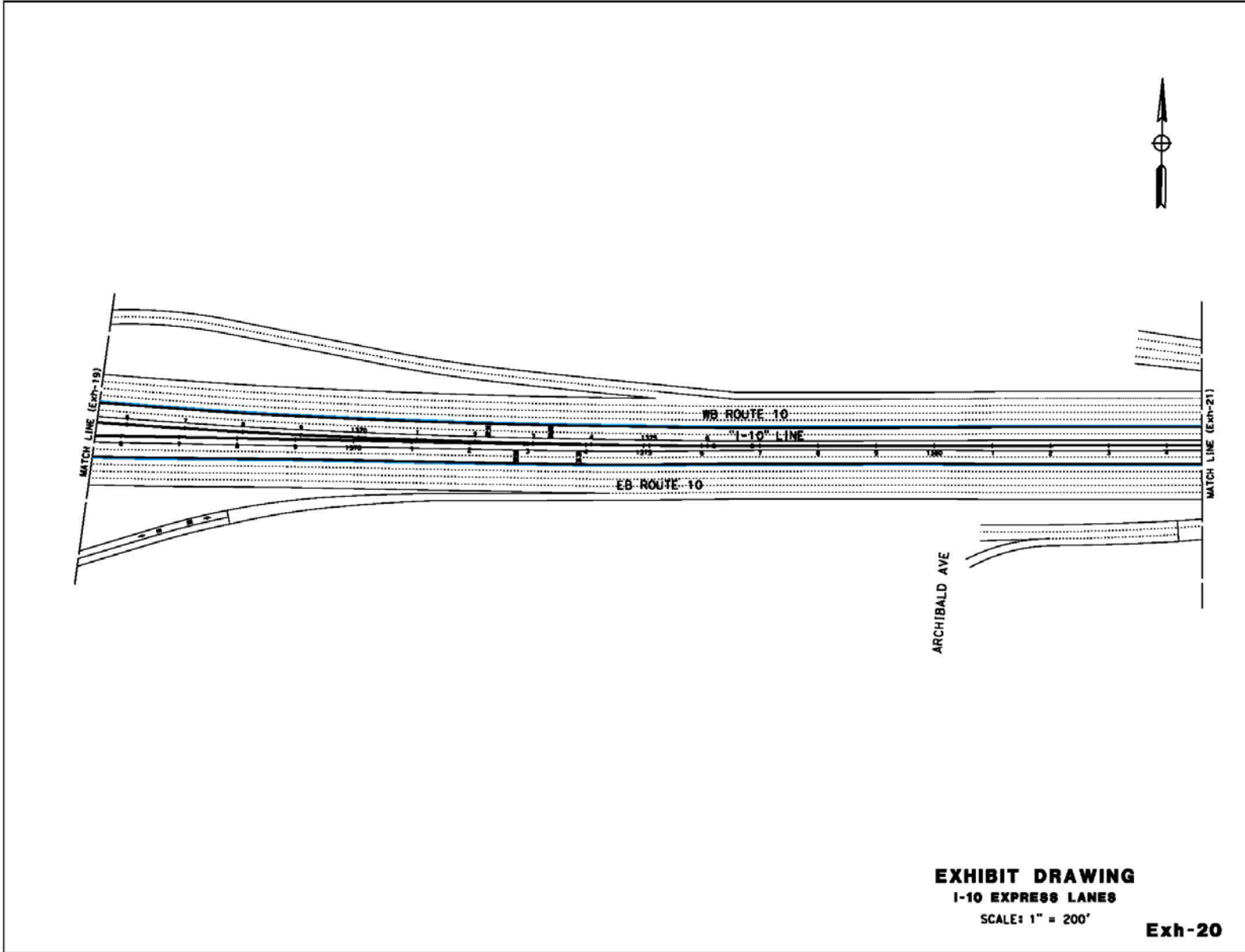


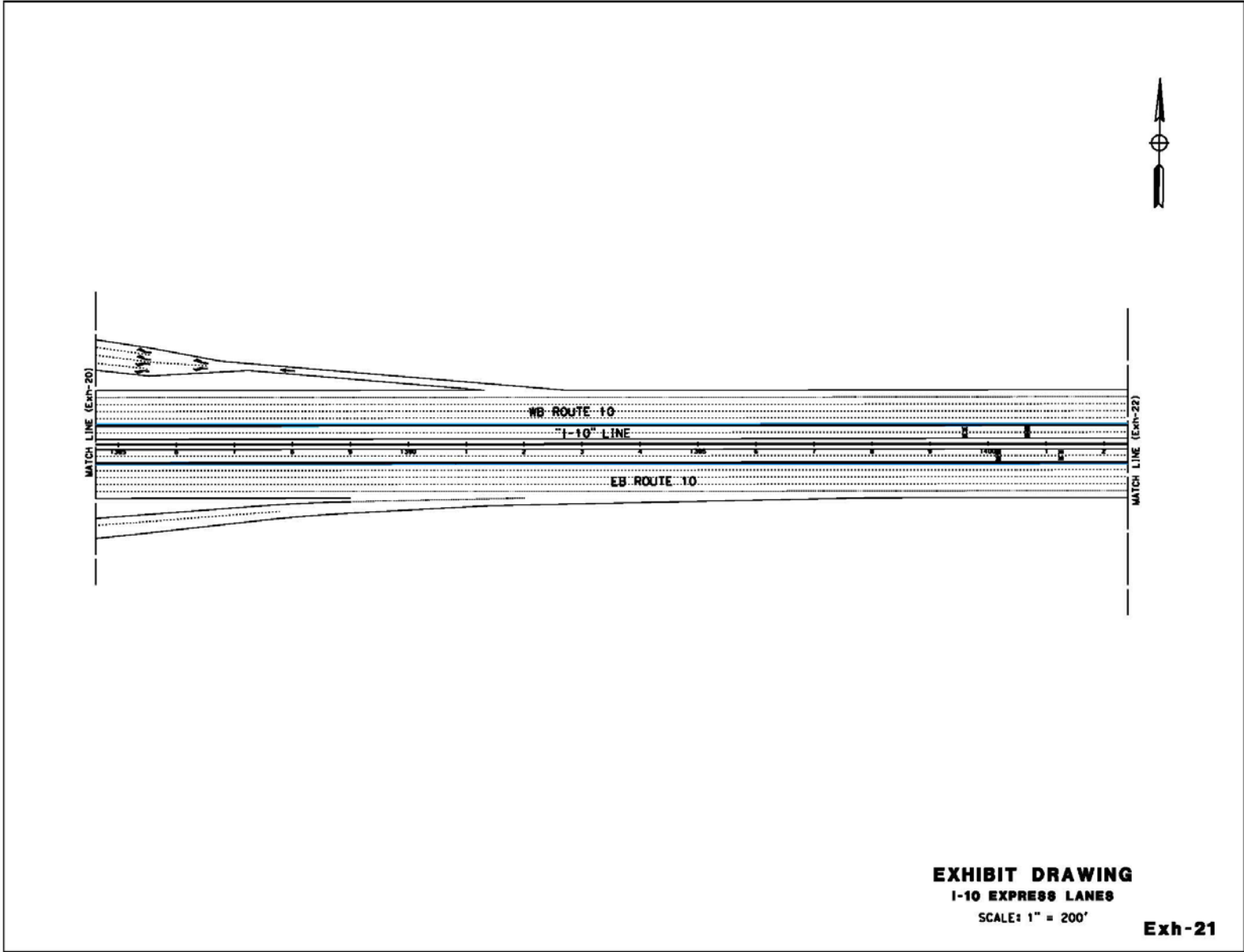
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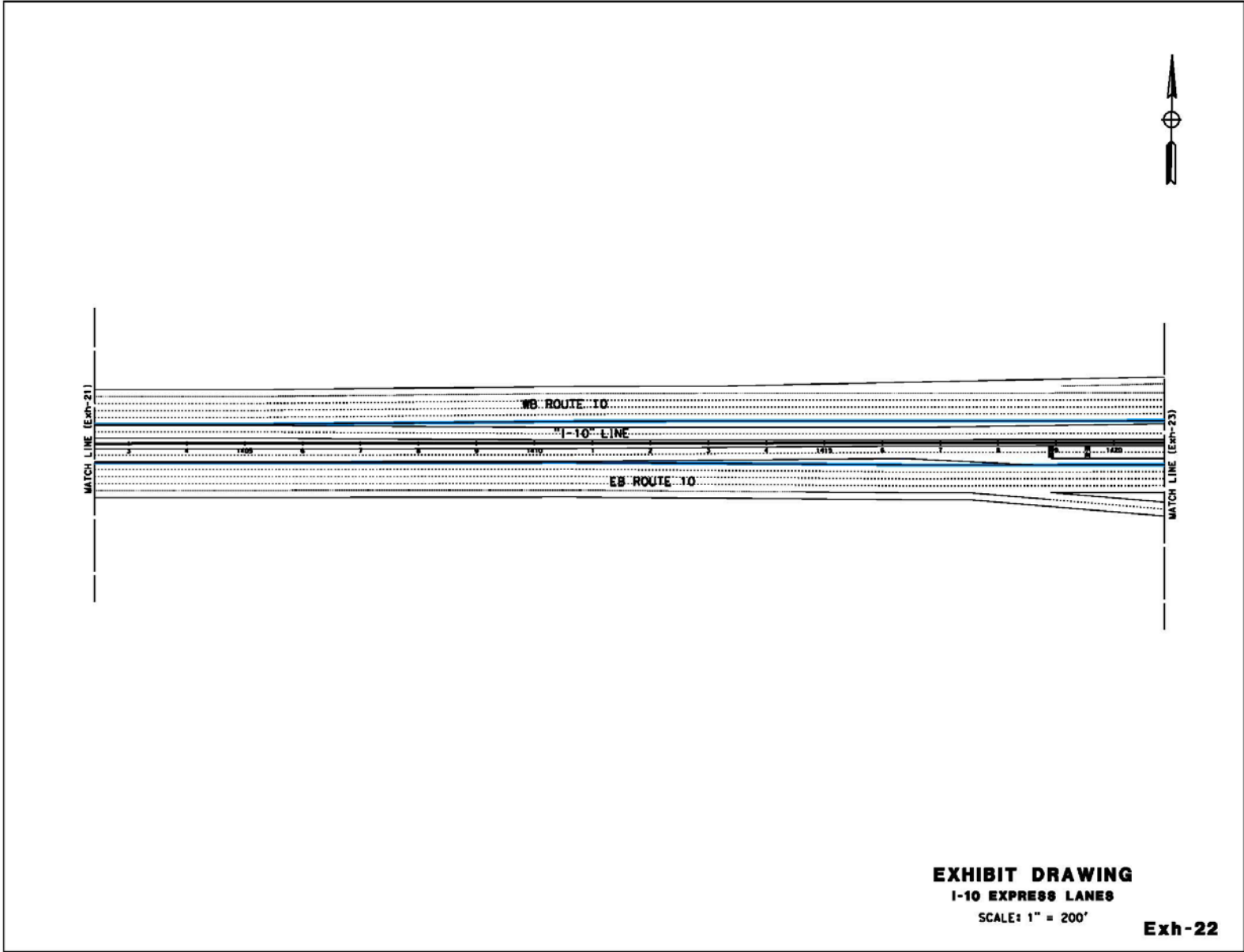




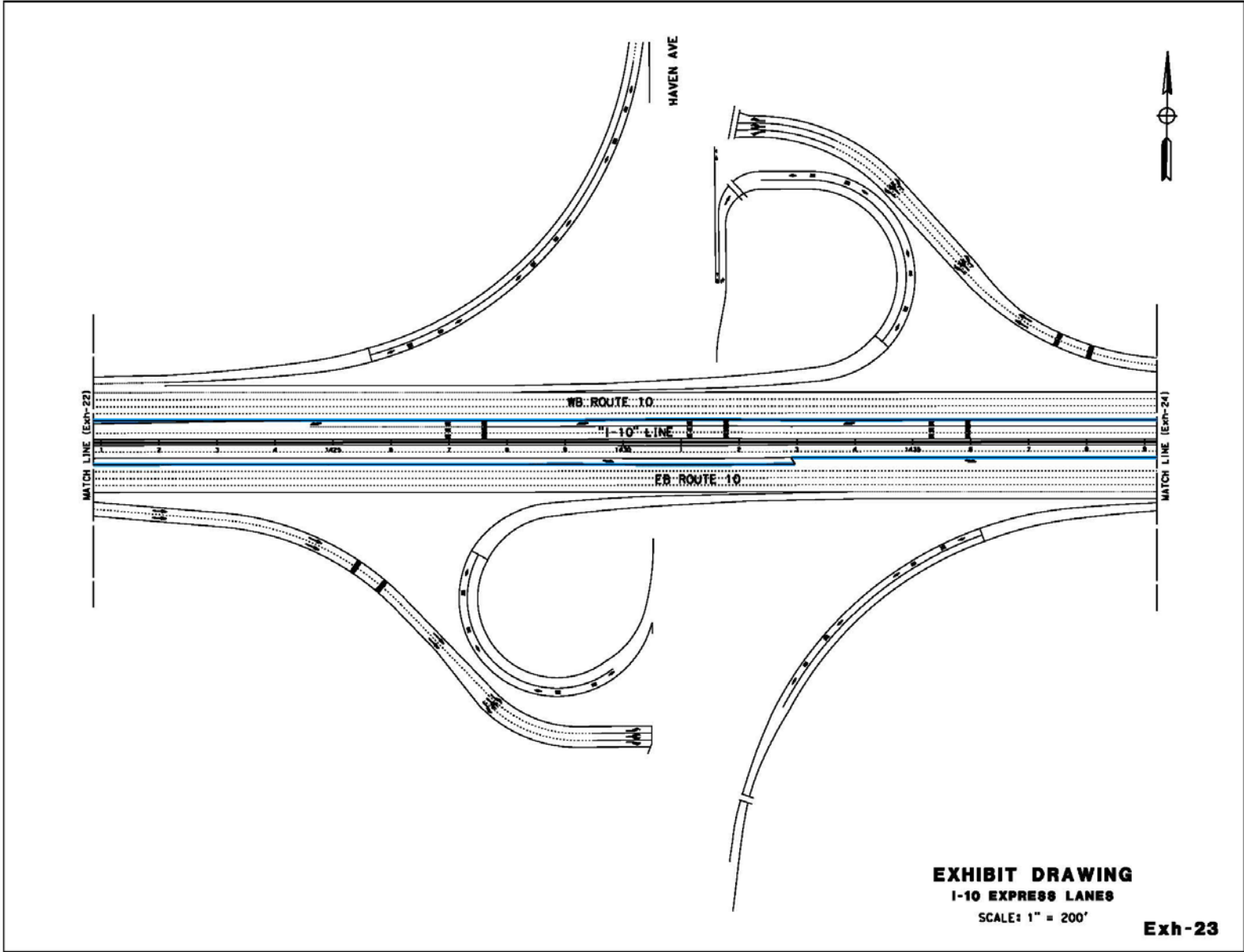
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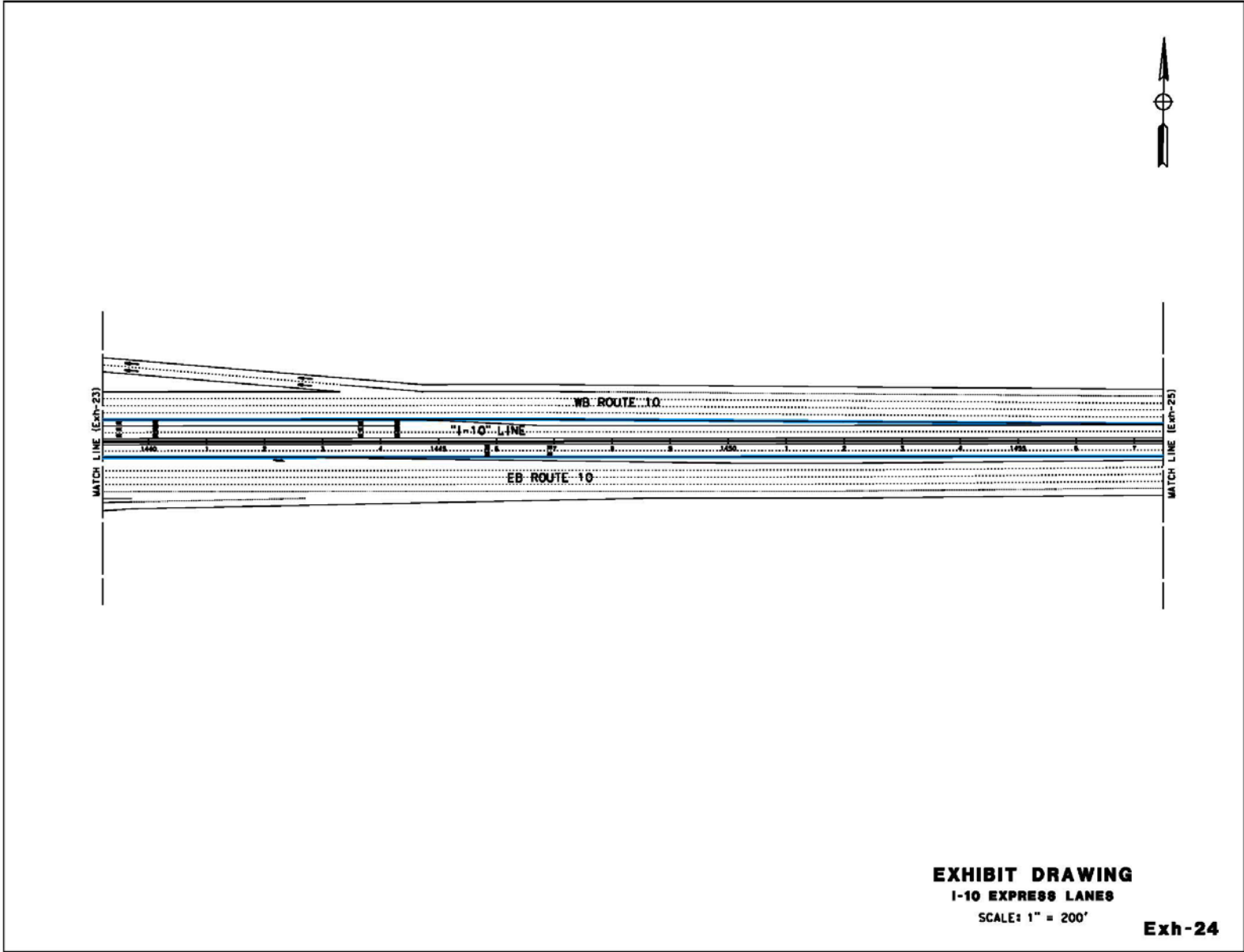




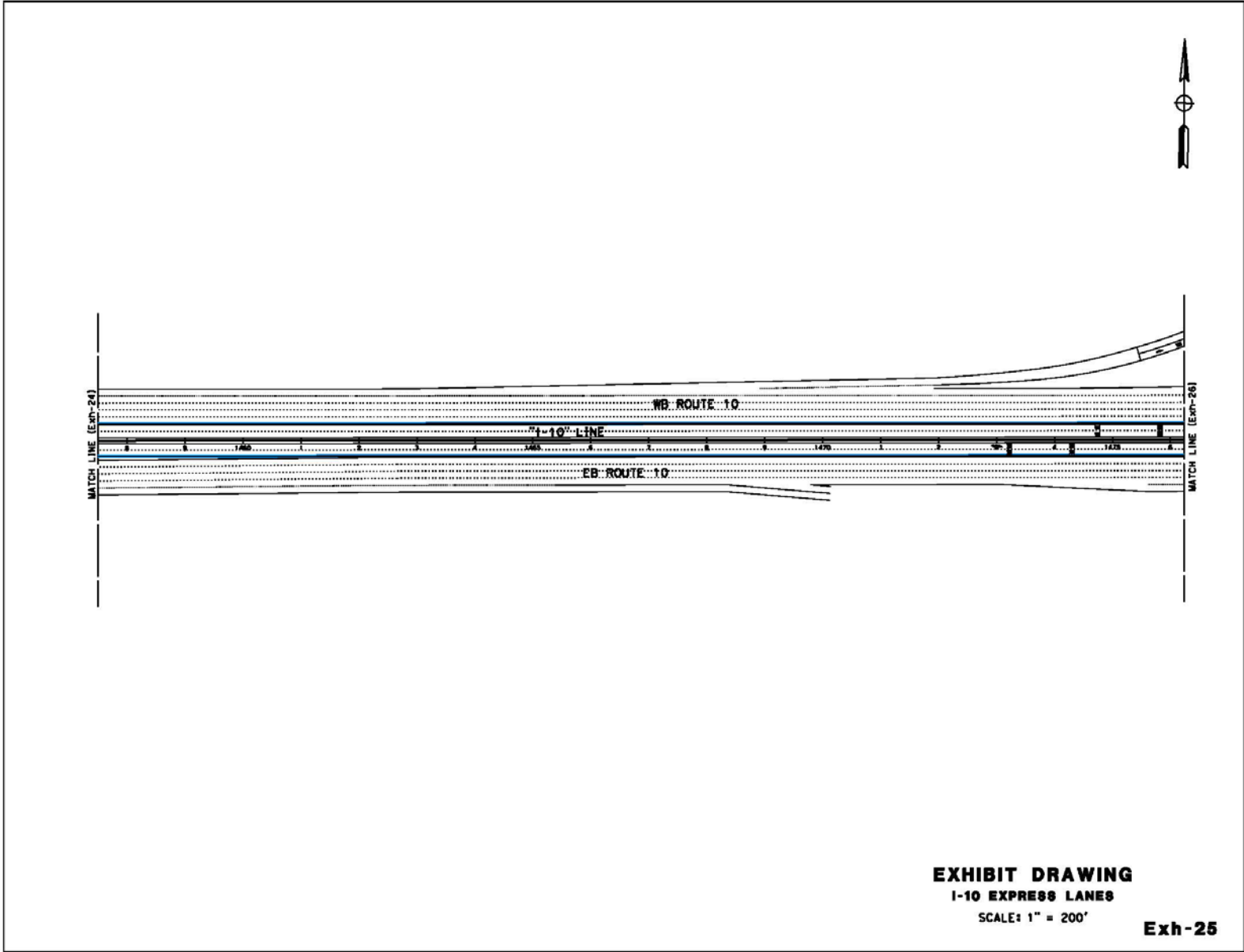


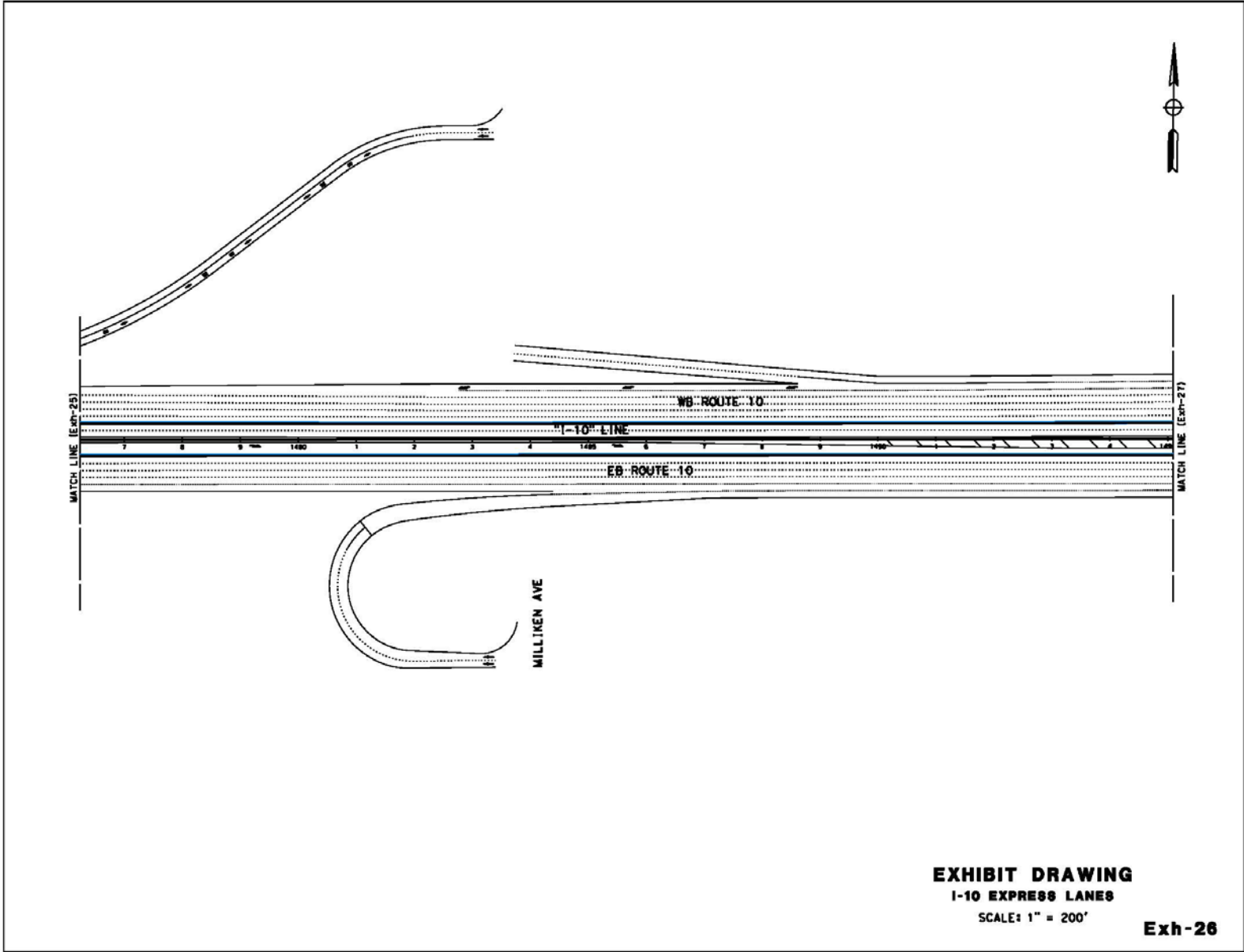
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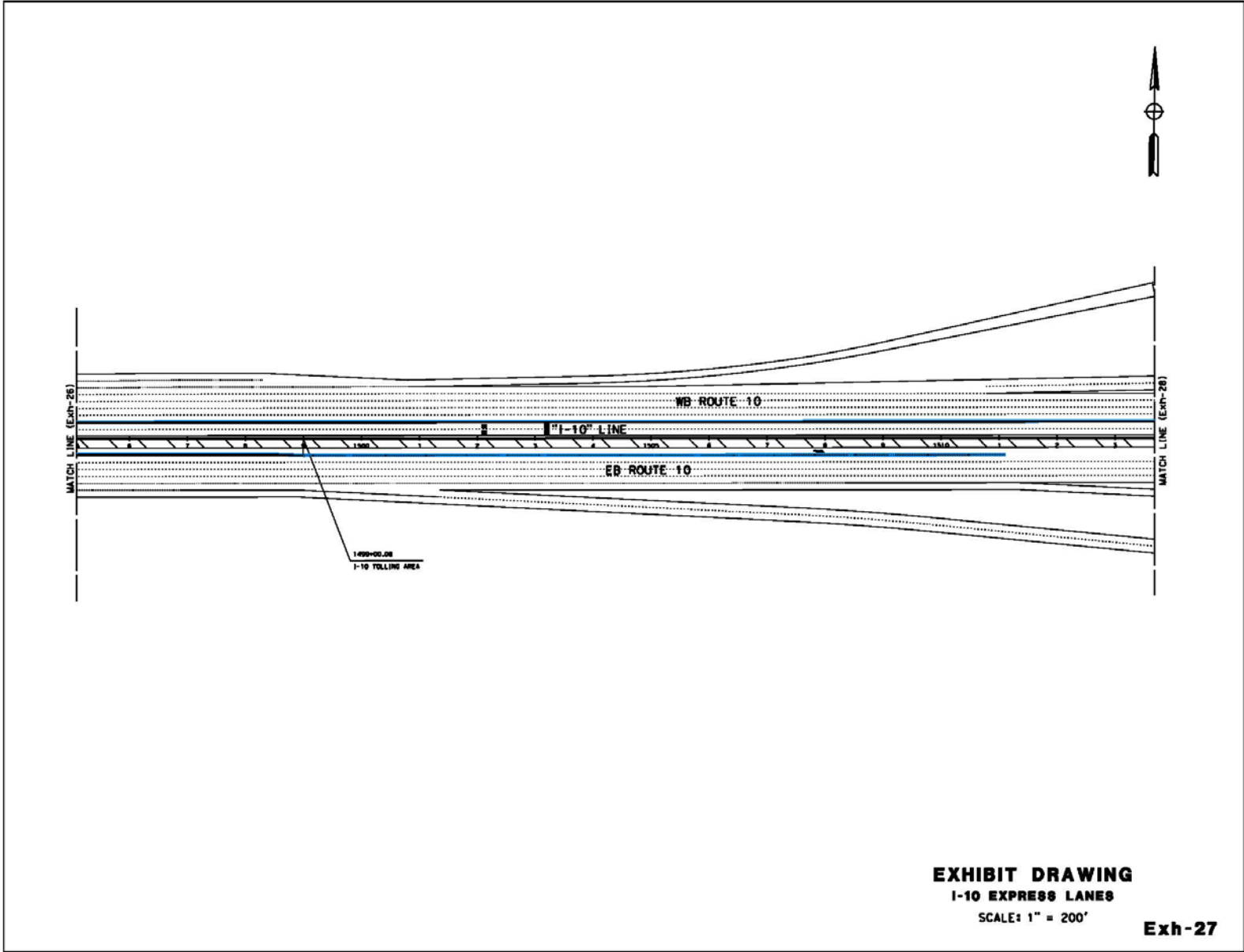


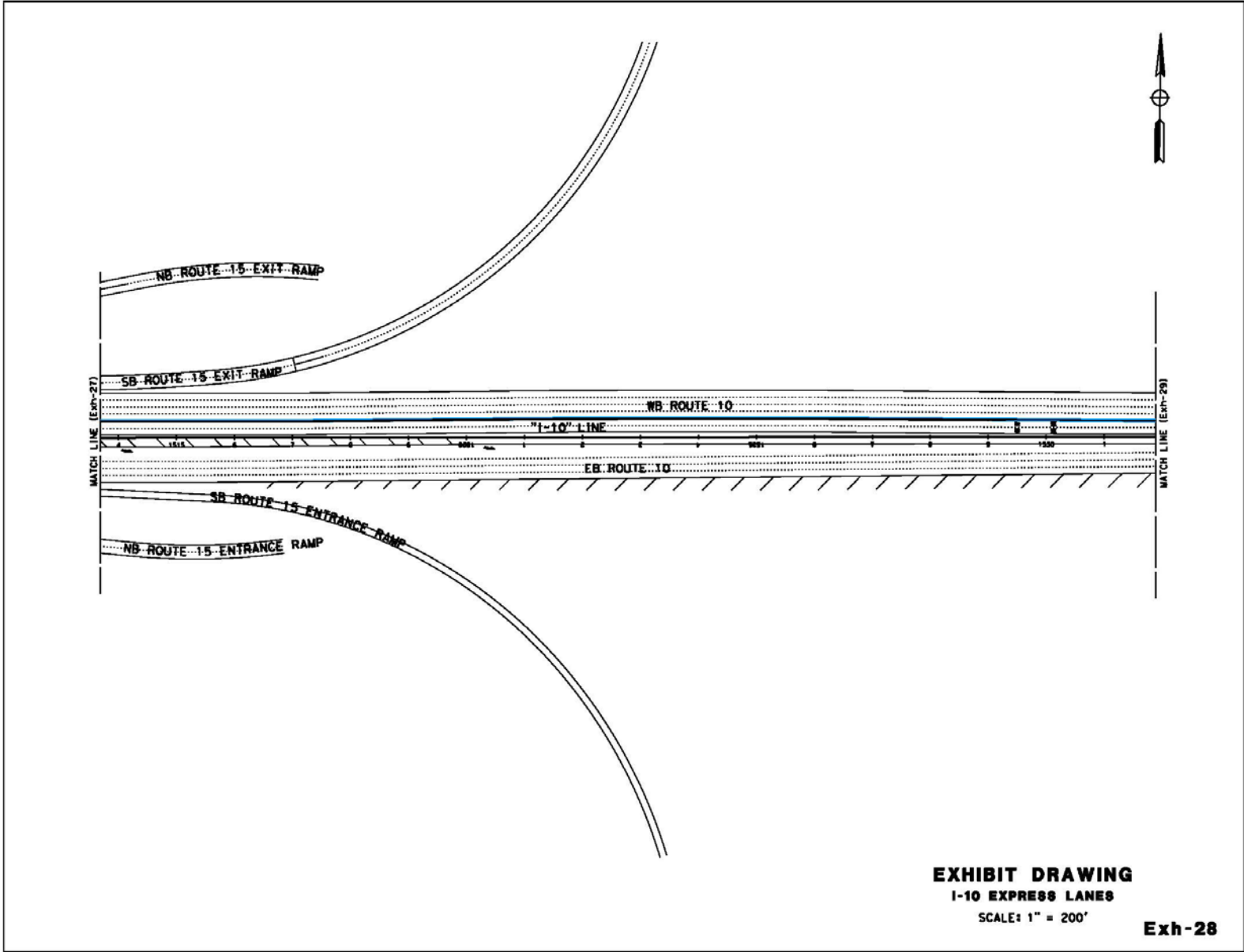
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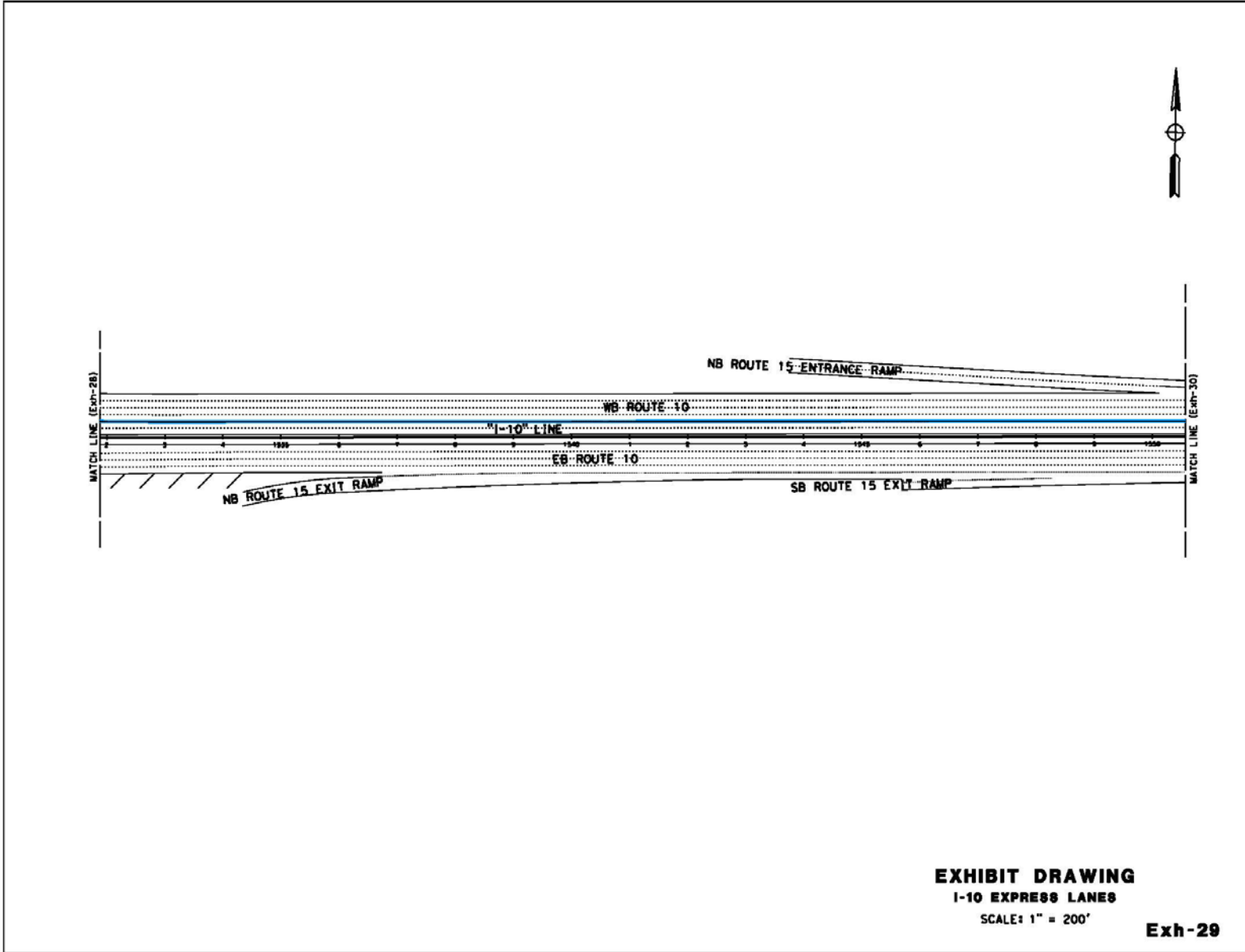




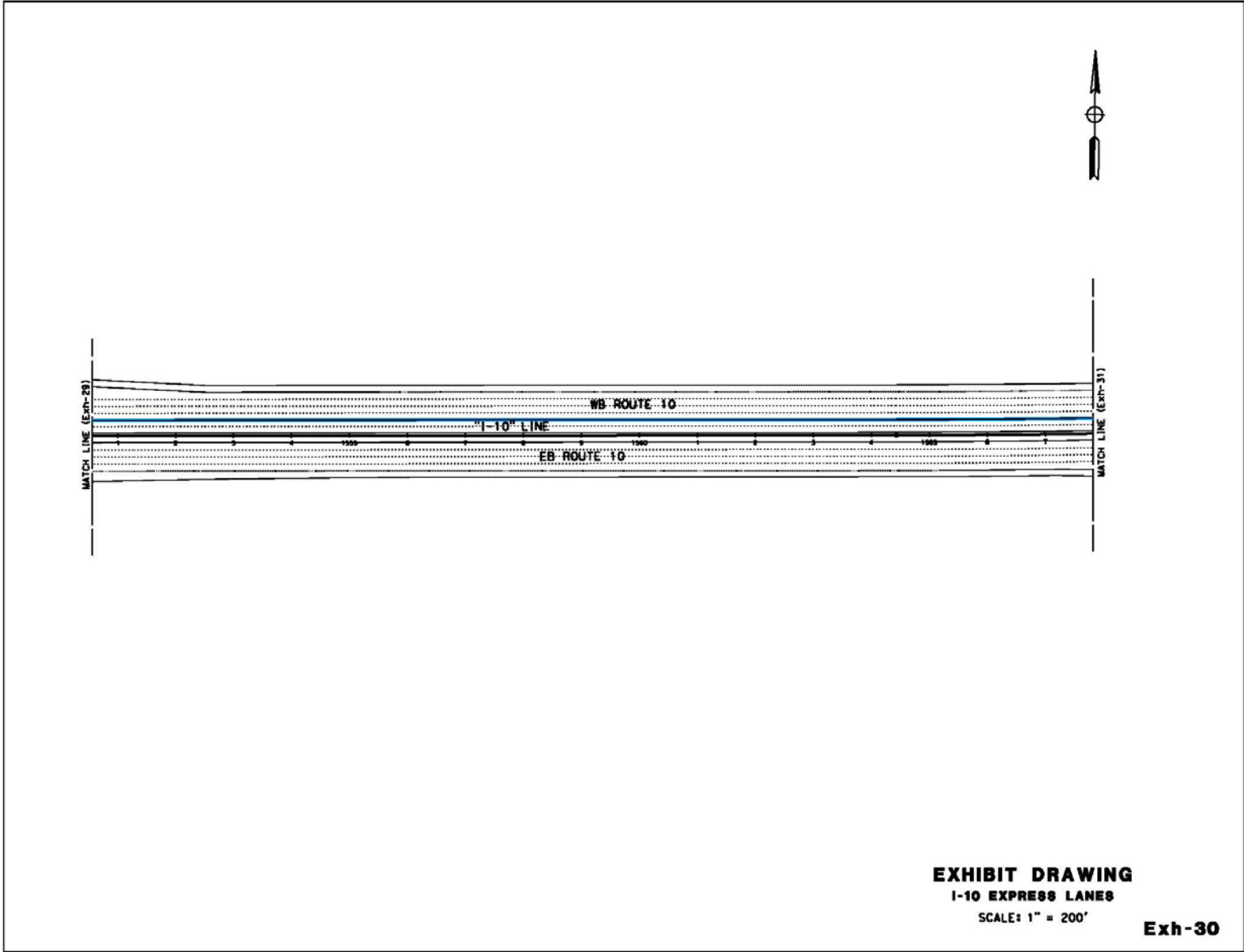
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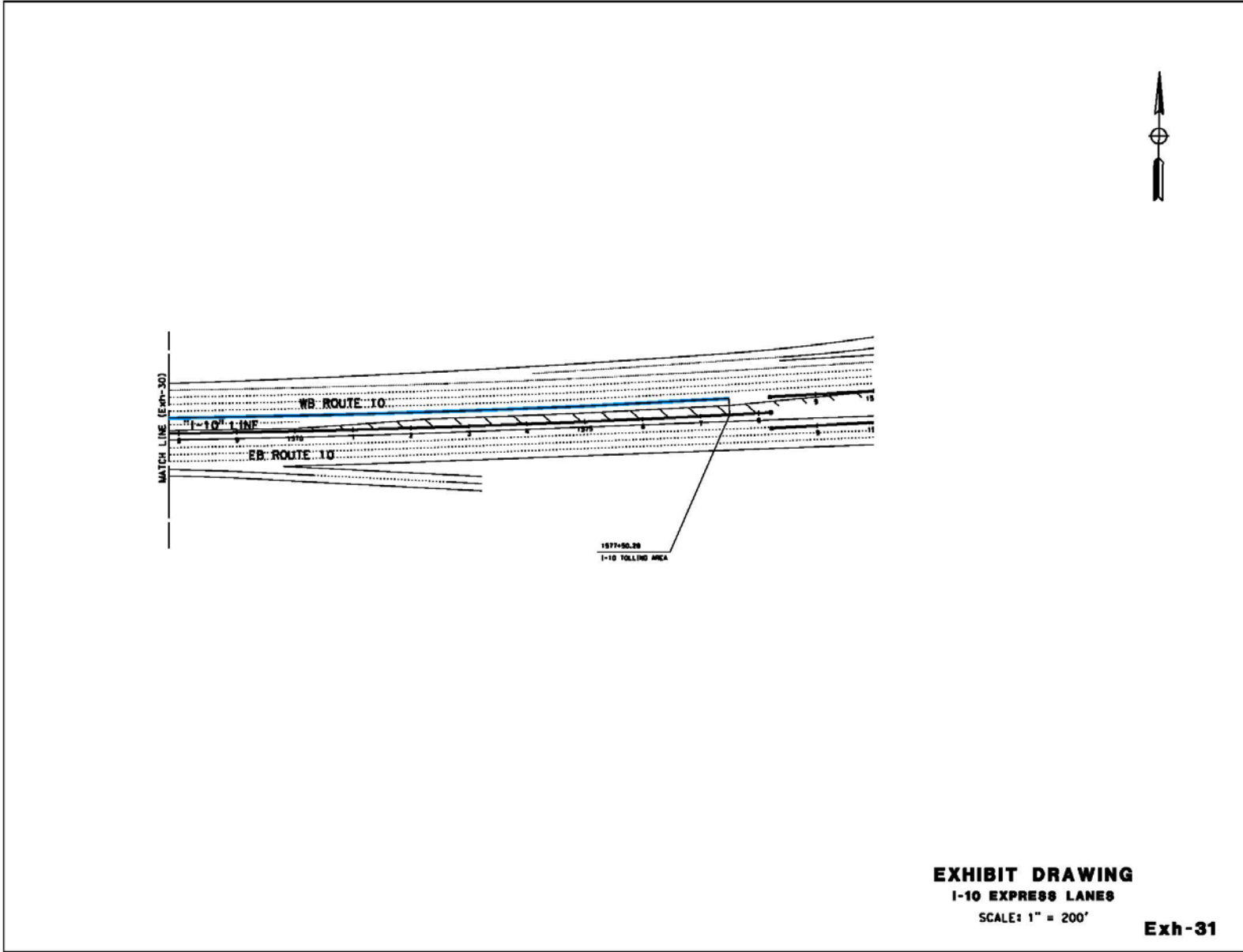


EXHIBIT DRAWING
I-10 EXPRESS LANES
SCALE: 1" = 200'

Exh-31

EXHIBIT D**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attn: Clerk of the Board

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 (11170 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

DRAFT

Attachment: [PDF] 18-1001830-1 (11170 : I-10 Express Lanes - Contract 2A Construction Coop and TFA Amendment)

Minute Action

AGENDA ITEM: 5

Date: February 13, 2025

Subject:

Long Range Multimodal Transportation Plan - Final Report

Recommendation:

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

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 Department, most recently on October 9, 2024.

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 and is being provided as a separate attachment. 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 has now been posted on the same website as above. 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, subarea plans, 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

Entity: San Bernardino County Transportation Authority

funding and implementation. The comment log, including SBCTA responses, has been made publicly available for review on the LRMTTP website.

While no specific requirements exist on approvals of the LRMTTP, staff is requesting approval of the LRMTTP 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 LRMTTP will serve as a starting point for those submittals. The LRMTTP 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 LRMTTP, 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. However, there are two areas where additional analysis and recommendations have been included subsequent to the Draft LRMTTP: 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 was 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

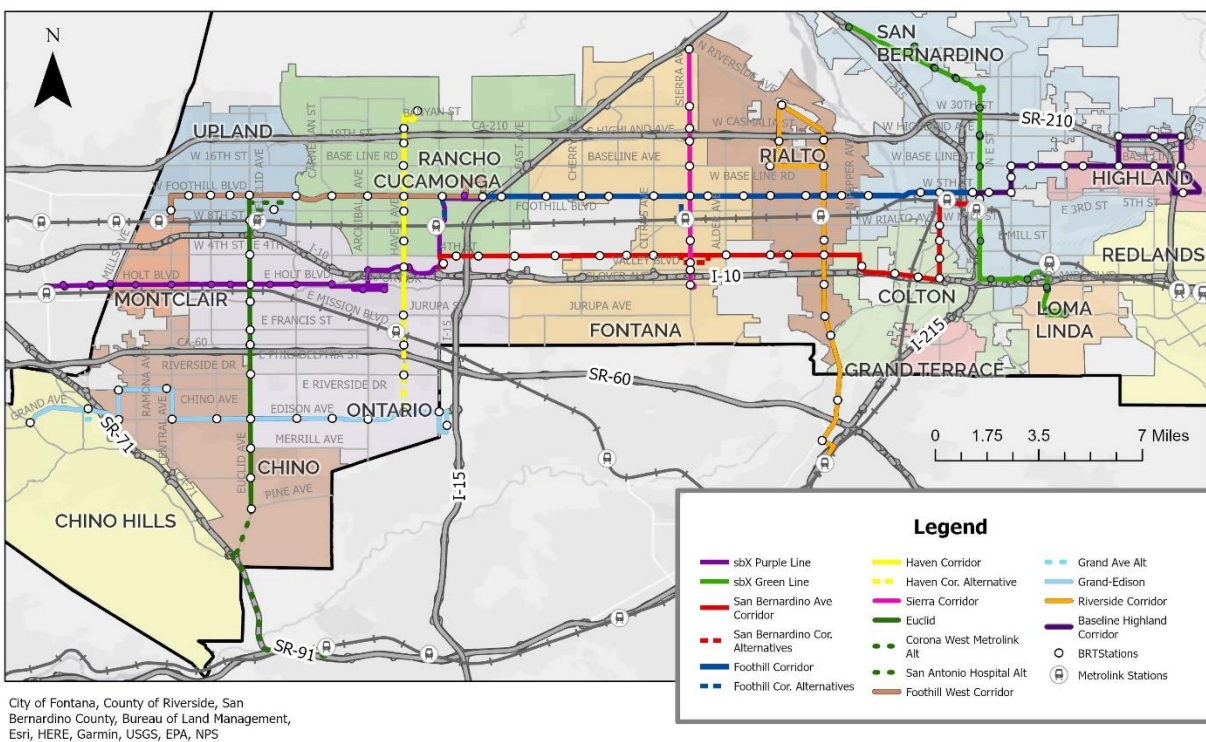
Two prior presentations have been made to the SBCTA Transit Committee on the topic of Priority Transit Corridors, one on September 12, 2024 and one on November 14, 2024. The results of the analysis of these corridors are being presented to the MVSS because it has representation from all the jurisdictions 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 LRMTTP, 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 our area. 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: [Agenda - Wednesday, December 4, 2024](#).

- 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

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 weighed equally. However, two of the criteria are related to existing transit ridership in the corridor, both total and per-mile ridership.

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 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)

Jurisdiction	Priority Active Transportation Projects
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 Sevaime 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

Board of Directors Metro Valley Study Session Agenda Item

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Jurisdiction	Priority Active Transportation Projects
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.

San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

February 13, 2025

Page 8

Reviewed By:

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

Responsible Staff:

Ginger Koblasz, Senior Planner

Approved
Board of Directors Metro Valley Study Session
Date: February 13, 2025

Witnessed By:

Additional Information

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

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

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

Communication: Attendance (Additional Information)

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2024

VALLEY BOARD MEMBER ATTENDANCE (Cont.)

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

MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

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

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.
 MVSSatt24 Shaded box = No meeting

Communication: Attendance (Additional Information)

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

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

Acronym List

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



MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019