AGENDA
Board of Directors Metro Valley Study Session

June 11, 2020

***Start Time: 9:45 AM***

MEETING ACCESSIBLE VIA ZOOM AT: https://gosbcta.zoom.us/j/99716773576
Teleconference
Dial: 1-669-900-6833
Meeting ID: 997 1677 3576

This meeting is being conducted in accordance with Governor Newsom’s Executive Orders N-25-20, N-29-20 and N-35-20.

Board of Directors

Valley Representatives

Study Session Chair
Curt Hagman, Supervisor
Fourth District

Study Session Vice-Chair
Dawn Rowe, Supervisor
Third 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

Darcy McNaboe, Mayor
City of Grand Terrace

Larry McCallon, Mayor
City of Highland

Rhodes “Dusty” Rigby, Council Member
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

Toni Mombreger, Council Member
City of Redlands

Deborah Robertson, Mayor
City of Rialto

John Valdivia, Mayor
City of San Bernardino

Debbie Stone, Mayor
City of Upland

Edward Paget, Vice Mayor
City of Needles

Joel Klink, Mayor
City of Twentynine Palms

Rick Denison, Council Member
Town of Yucca Valley

Mountain/Desert Representatives

Gabriel Reyes, Mayor
City of Adelanto

Art Bishop, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Jim Cox, Council Member
City of Victorville

Bill Jahn, Council Member
City of Big Bear Lake

Rebekah Swanson, Council Member
City of Hesperia

Edward Paget, Vice Mayor
City of Needles

Joel Klink, Mayor
City of Twentynine Palms

Rick Denison, Council Member
Town of Yucca Valley

County Board of Supervisors

Josie Gonzales, Fifth District

Ex-Officio Member – Michael Beauchamp, Caltrans District 8 Director
Ray Wolfe, Executive Director
Juliani Tillquist, General Counsel

Robert Lovingood, First District
Janice Rutherford, Second District

1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
goSBCTA.com 909.884.8276 Phone 909.885.4407 Fax

PLAN. BUILD. MOVE
San Bernardino County Transportation Authority  
San Bernardino Council of Governments  

AGENDA  

Board of Directors Metro Valley Study Session  

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Interested persons may submit Public Comment in writing to the Clerk of the Board at clerkoftheboard@gosbcta.com. Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm on June 10, 2020.

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 Curt Hagman)  

i. Pledge of Allegiance  
ii. Attendance  
iii. Announcements  
iv. Agenda Notices/Modifications - Melonie Donson  

Possible Conflict of Interest Issues  

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

1. Information Relative to Possible Conflict of Interest  

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

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

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

Consent - Project Delivery

2. Construction Contract Change Orders to On-Going Construction Contracts
   
   Receive and file change order report.
   
   Presenter: Paula Beauchamp
   
   This item is not scheduled for review by any other policy committee or technical advisory committee.

DISCUSSION ITEMS

Discussion - Administrative Matters

3. Election of Committee Chair and Vice Chair
   
   Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Board of Directors Metro Valley Study Session for terms to end on June 30, 2021.
   
   Presenter: Paula Beauchamp
   
   This item is not scheduled for review by any other policy committee or technical advisory committee.

Discussion - Project Delivery

4. Metrolink Accessibility Phase 2 Project - Request to Release Design RFP
   
   That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:
   
   Authorize the release of Request for Proposal No. 20-1002388 for Plans, Specifications and Estimates and Right-of-Way, for the Metrolink Accessibility Project – Phase II.
   
   Presenter: Dennis Saylor
   
   This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA Procurement Manager and Risk Manager have reviewed this agenda item and a draft of the RFP. SBCTA General Counsel has not reviewed this agenda item or a draft of the RFP.
5. **FasTrak® License Agreement--Sole Source Agreement**

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 the FasTrak® License Agreement No. 20-1002427 between the Foothill/Eastern Transportation Corridor Agency, a California Joint Powers Agency, the San Joaquin Hills Transportation Corridor Agency, a California Joint Powers Agency, and San Bernardino County Transportation Authority (SBCTA), which includes a license fee of $1.00 for the use of the FasTrak Marks for SBCTA’s toll facilities, and authorize the Executive Director or designee to execute the license agreement upon finalization by staff and approval as to form by General Counsel. This is a sole source agreement: FasTrak® is the only available trademark that provides statewide interoperability as required by California law.

B. Approve the waiver of the five-year maximum contract term limit for the FasTrak® License Agreement No. 20-1002427 as defined in Contracting and Procurement Policy No. 11000.

**Presenter: Philip Chu**

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

6. **Amendments to City Agreement and Contracts with Designer and Construction Management Firms for the Archibald Avenue Improvement at State Route 60**

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

A. Approve Amendment 4 to Cooperative Agreement No. R14138 (15-1001150) with the City of Ontario (City) for the Archibald Avenue at State Route 60 Project (Project), increasing the City’s contribution in the amount of $610,000, for a total contribution of $16,953,673, for a total project cost of $23,910,000.

B. Approve Amendment 1 to Contract 18-1001876 with Southstar Engineering and Consulting Inc. for Project Construction Management Services in the amount of $218,000, for a new total of $2,110,217, and extend the contract through December 30, 2023. As the recommended termination date extends Contract No. 18-1001876 beyond the five-year maximum term defined in Contracting and Procurement Policy No. 11000, waive the five-year maximum contract term.

C. Approve Amendment 2 to Contract No. C14169 (16-1001328) with Michael Baker International, Inc. for additional design support during the Project construction phase in the amount of $91,366, for a new total of $2,199,500, and extend the contract through June 30, 2024. As the recommended termination date extends Contract No. 16-1001328 beyond the five-year maximum term defined in Contracting and Procurement Policy No. 11000, waive the five-year maximum contract term.

**Presenter: Timothy Byrne**

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the draft amendments.
7. Interstate 10 Alabama Street Improvement Project - City Cooperative Agreement Amendment, Caltrans Financial Contribution and Construction Agreements, and Construction Management Contract Award

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

A. Approve Amendment No. 1 to Agreement No. 17-1001603 with the City of Redlands (City) to redefine the Interstate 10 Alabama Street Improvement Project (Project) funding responsibilities, based on the revised project cost estimates, with the addition of a $1,250,000 financial contribution from the California Department of Transportation (Caltrans) towards project construction. The amendment will increase the City’s contribution in the amount of $1,480,963, for a total contribution of $7,183,153, and increase San Bernardino County Transportation Authority’s contribution in the amount of $1,451,637, for a total contribution of $6,717,447.

B. Approve Agreement No. 20-1002416 with Caltrans for their financial contribution of $1,250,000 towards the eastbound off-ramp portion of the Project.

C. Approve Agreement No. 20-1002417 with Caltrans for the construction phase of the Project, including an estimated amount of $34,600 for the state furnished materials to be procured from Caltrans during construction.

D. Approve award of Contract No. 19-1002248 with Anser Advisory Management, LLC for Construction Management services for the Project in an amount not-to-exceed $1,327,876.00.

E. Approve contingency in an amount not-to-exceed $132,787.00 for Contract No. 19-1002248 and authorize the Executive Director, or designee, to release contingency as necessary for the Project.

Presenter: Timothy Byrne

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

Discussion - Transportation Programming and Fund Administration

8. Capital Project Needs Analysis Submittals and Funding Allocations for the Valley Major Street Program/Arterial Sub-program for Fiscal Year 2020/2021

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 Project List for the Measure I Valley Major Street Program/Arterial Sub-program allocations for Fiscal Year 2020/2021 as referenced in Attachment A.

Presenter: Ellen Pollema

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

Brief Comments by the General Public

Interested persons may submit Public Comment in writing to the Clerk of the Board at clerkoftheboard@gosbcta.com. Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm on June 10, 2020.

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 August 13, 2020.
Meeting Procedures and Rules of Conduct
During COVID-19 ‘Stay in Place’ Orders

**Meeting Procedures** - The Ralph M. Brown Act is the state law which guarantees the public’s right to 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. California Governor Gavin Newsom has issued several Executive Orders (N-25-20, N-29-20 and N-35-20) waiving portions of the Brown Act requirements during the COVID-19 State of Emergency.

**Accessibility** – During the COVID-19 crisis, meetings are being held virtually using web-based or telephone technologies. If accessibility assistance is 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.

**Agendas** – All agendas are posted at [www.gosbcta.com/board/meetings-agendas/](http://www.gosbcta.com/board/meetings-agendas/) at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address.

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

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

**Public Testimony on an Item** – Public Comment may be submitted in writing to the Clerk of the Board via email at clerkoftheboard@gosbcta.com. Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm the day before the meeting. Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should indicate their request when Public Comment is called for during the meeting. This request to speak can be achieved by either using the ‘Raise Hand’ feature in Zoom platform or by verbally stating interest when the Chair calls for Public Comment. When recognized by the Chair, speakers should be prepared to 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 Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Members of the public requesting information be distributed to the Board of Directors must provide such information electronically to the Clerk of the Board via email at clerkoftheboard@gosbcta.com no later than 5:00 pm the day before the meeting. The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.
**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

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

**Disruptive or Prohibited Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to be removed from the virtual 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, posting profane or rude content in the virtual meeting environment, or otherwise preventing the Board from conducting its meeting in an orderly manner. Your cooperation is appreciated!
General Practices for Conducting Meetings
of
Board of Directors and Policy Committees

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008
Revised March 2014
Revised May 4, 2016
Minute Action

AGENDA ITEM: 1

Date: June 11, 2020

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

Consent/Discussion Calendar Items

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Contract No.</th>
<th>Principals &amp; Agents</th>
<th>Subcontractors</th>
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<tbody>
<tr>
<td>2-A</td>
<td>19-1002078</td>
<td>Guy F. Atkinson Construction, LLC (dba Guy F. Atkinson)</td>
<td>All American Asphalt</td>
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<td>Timothy Stroud</td>
<td>Cal Stripe, Inc.</td>
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<td>Case Pacific Company</td>
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<td>Commercial Metals Company</td>
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<td>Cooper Engineering, Inc.</td>
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<td>Coral Construction Company</td>
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<td>DeesBurke Engineering Contractors, LLC</td>
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<td>Diverscape, Inc.</td>
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<td>Dywidag Systems International USA, Inc.</td>
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<td>Ferreira Construction Company, Inc.</td>
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<td>Foundation Pile, Inc.</td>
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<td>Harber Companies, Inc.</td>
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<td>L. Johnson Construction, Inc.</td>
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<td>Maneri Traffic Control, Inc.</td>
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<td>Penhall Company</td>
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<td>TreeSmith Enterprises, Inc.</td>
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<td>Universal Construction</td>
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<td>2-B</td>
<td>17-1001614</td>
<td>Diversified Landscaping Company</td>
<td>DB Electric, Inc.</td>
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<td>Vicki Morlaez</td>
<td>Maneri Traffic Control, Inc.</td>
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<td>TreeSmith Enterprises, Inc.</td>
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Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority
| 2-C | 17-1001599 | Lane-Security Paving Joint Venture  
*Giuseppe Quarta*  
*Joseph Ferndino* | Aegis Project Controls Corp.  
A.M. Concrete  
Antigo Construction  
Apex Logistics  
Arellano Associates, LLC  
BC Traffic Rentals  
Boral Resources, LLC  
Bridge Deck Solutions  
C Below  
CalPortland Company  
Cal-Stripe  
Cemex  
CGO Construction  
CH2M Hill Engineers, Inc.  
CMC Commercial Metals  
Conco Pumping  
Con-Fab California  
CTI Milling  
CW Allied, Inc.  
Diversified Landscape  
Dywidag Systems  
EBS General Engineering, Inc.  
ECS  
Euclid Chemical Company  
Ferreira Construction  
Fitzgerald Formliners  
Fleming & Sons Concrete  
Forefront Deep Foundations  
Foundation Pile  
FPL and Associates, Inc.  
Fryman Management, Inc.  
G3 Quality, Inc.  
G&F Concrete Cutting  
Global Road Sealing  
Golden State Boring & Pipe  
Hanes Geo Components  
Harber Companies  
Highlight Electric |
| 2-D  | 18-1001967 | C.A. Rasmussen, Inc.  
**Charles Rasmussen** | Cal Stripe  
Case Pacific  
DC Hubs Construction  
Integrity Rebar Placers  
Power Up Enterprises  
Reycon Construction  
Statewide Traffic Safety & Signs |
|------|------------------|-------------------------------------------------|
| 5    | 20-1002427 | Foothill/Eastern Transportation Corridor Agency, a California Joint Powers Agency  
**Samuel Johnson** | None |

Irvine Pipe Company  
ISCO Industries  
JC Supply & Manufacturing  
JT Construction Products, LLC  
L Johnson Construction  
L.B. Foster Construction  
Malcolm Drilling Company  
Michael Baker International, Inc.  
Miranda Logistics  
Murphy Industrial Coatings  
Pacific Corrugated Pipe Co.  
Peri Formworks  
Pipe Jacking Trenchless, Inc.  
Pro-Cast Products, Inc.  
PQM, Inc.  
The R. J. Noble Company  
Rupert Construction Supply  
Sierra Landscape Development  
Skyline Steel  
Spartan Mat, LLC  
Statewide Traffic Safety and Signs, Inc.  
Strength Transportation Management  
Titan Constructor Engineering  
V&A Inc.  
Vulcan Materials
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| 5   | 20-1002427 | San Joaquin Hills Transportation Corridor Agency, a California Joint Powers Agency  
         *Samuel Johnson* | None                      |
| 6   | 18-1001876 | Southstar Engineering & Consulting, Inc.  
         *Jason Bennecke* | David Evans & Associates, Inc.  
         Dynamic Engineering Services, Inc.  
         Geocon West, Inc.  
         Hernandez, Kroone & Associates  
         Noorzy Geotechnical Services, Inc.  
         Simplex Construction Management Inc.  
         ZT Consulting Group, Inc.        |
| 6   | C14169    | Michael Baker International, Inc.  
         *Brandon Reyes* | C-Below  
         Civil Works  
         Cogstone  
         Earth Mechanics  
         Fehr & Peers  
         Overland Pacific and Cutler  
         Power Engineers  
         Stantec                      |
| 7   | 19-1002248 | Anser Advisory Management LLC  
         *Craig Halvorson* | CL Surveying & Mapping  
         David Evans & Associates  
         Leighton Consulting, Inc.  
         SYRUSA Engineering, Inc.  
         ZT Consulting               |

**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:**
Paula Beauchamp, Director of Project Delivery and Toll Operations
AGENDA ITEM: 2

Date: June 11, 2020

Subject:
Construction Contract Change Orders to On-Going Construction Contracts

Recommendation:
Receive and file change order report.

Background:
San Bernardino County Transportation Authority (SBCTA) has ten (10) on-going construction contracts, of which four (4) have had Construction Change Orders (CCOs) approved since the last reporting to the Board of Directors Metro Valley Study Session. The CCOs are listed below.

A. Contract Number (CN) 19-1002078 with Guy F. Atkinson Construction, LLC. For the State Route 210 (SR 210) Lane Addition, Base Line Interchange and Pavement Rehabilitation Project: CCO No. 5 ($50,000.00 increase to compensate the Contractor for Dispute Resolution Board), CCO No. 6 ($50,000.00 increase to compensate the Contractor for Federal Training Program), and CCO No. 7 ($100,000.00 increase to compensate the Contractor for one half of the cost of storm water best management practices maintenance).

B. CN 17-1001614 with Diversified Landscape Company for the Interstate 215 (I-215) Segments 2 Landscape Replacement Project: CCO No. 17 ($187,717.00 increase to compensate the Contractor for additional gravel mulch costs due to unclarity of the project specifications).

C. CN 17-1001599 with The Lane-Security Paving Joint Venture for the Interstate 10 (I-10) Corridor Contract 1 Project, Design-Build Contract: CCO No. 18 (no cost/no credit change for revised Technical Provision 14.3.5 “Design Submittals” requirements), and CCO No. 19 (no cost/no credit change for modifications to the Project Aesthetics and Landscape Master Plan).

D. CN 18-1001967 with C.A. Rasmussen, Inc. for the US 395 Phase 1 Widening Project: CCO No. 20 ($127,670.90 increase to compensate the Contractor for additional Hot Mixed Asphalt (HMA) paving for revised staging), CCO No. 21 ($4,103.35 increase to compensate the Contractor for modified drainage system opening on Retaining Wall 794), CCO No. 23 ($217,665.25 increase to compensate the Contractor for revised pile cap concrete requirements for Sound Wall 875), CCO No. 25 ($2,040.00 increase to compensate the Contractor for additional concrete curb on the Southeast corner of Air Base Road), and CCO No. 26 ($43,363.00 increase to compensate the Contractor for electrical design changes at the Air Base Road Intersection).

Financial Impact:
This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under: Task No. 0820 Freeway Projects, Sub-Task Nos. 0823 I-10 Corridor Contract 1, 0838 I-215 Construction, 0887 SR 210 Lane Addition, and 0891 US 395 Widen SR 18/Chamberlaine/City Adelanto; and Task No. 0830 Interchange Projects, Sub-Task No. 0803 SR 210 Baseline Road Interchange.

Entity: San Bernardino County Transportation Authority
Reviewed By:
This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:
Paula Beauchamp, Director of Project Delivery and Toll Operations
### I-10 Cherry Avenue Landscaping EEP – Executed Change Orders

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Remove Broken Sidewalk Skim-Coat Concrete</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>2</td>
<td>Irrigation Repairs at Arrow Truck Sales</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Replace Sidewalk</td>
<td>$56,700.00</td>
</tr>
</tbody>
</table>

**CCO TOTAL** $59,200.00

**TOTAL CONTINGENCY AND SUPPLEMENTAL** $71,416.00

### I-10 Tippecanoe Avenue Landscaping EEP – Executed Change Orders

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Replace Frost Damaged Plant Material</td>
<td>$796.00</td>
</tr>
<tr>
<td>2</td>
<td>Replace Caltrans Phase I Irrigation Controller</td>
<td>$7,777.09</td>
</tr>
<tr>
<td>3</td>
<td>Additional Tree Replacement</td>
<td>$859.86</td>
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</table>

**CCO TOTAL** $9,432.95

**TOTAL CONTINGENCY AND SUPPLEMENTAL** $31,590.00

### Archibald Avenue Improvements Project at SR 60 – Executed Change Orders

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Staging Changes</td>
<td>($267.57)</td>
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<tr>
<td>6</td>
<td>Partnering</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Stormwater Pollution Prevention Program Maintenance</td>
<td>$25,000.00</td>
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</tbody>
</table>

**CCO TOTAL** $44,732.43

**TOTAL CONTINGENCY AND SUPPLEMENTAL** $2,122,393.00

### SR 210 Lane Addition, Base Line I/C and Pavement Rehabilitation – Executed Change Orders

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maintain Traffic SR 210 Lane Addition</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Maintain Traffic SR 210 Base Line Interchange</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Maintain Traffic SR 210 Pavement Rehabilitation</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Partnering</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Dispute Resolution Board</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Federal Training Program</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Storm Water Best Management Practice Maintenance</td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>

**CCO TOTAL** $800,000.00

**TOTAL CONTINGENCY AND SUPPLEMENTAL** $34,927,690.07

**Bolded** - Construction Change Orders approved since the last reporting to the Metro Valley Study Session

Amounts shown in parentheses represent a credit to the Agency
### SR 210 Pepper Avenue Interchange EEP – Executed Change Orders

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Repairs to Existing Site Irrigation</td>
<td>$10,000.00</td>
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<tr>
<td></td>
<td><strong>CCO TOTAL</strong></td>
<td><strong>$10,000.00</strong></td>
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<tr>
<td></td>
<td><strong>TOTAL CONTINGENCY AND SUPPLEMENTAL</strong></td>
<td><strong>$31,244.80</strong></td>
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</table>

### I-215 Segment 1 & 3 Landscape Replacement Project – Executed Change Orders

<table>
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<tr>
<th>Number</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1</td>
<td>Maintain Public Traffic</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Storm Water Shared Costs</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Establish Dispute Resolution Advisor</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Remove and Dispose of Rock Cobble</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>4 S-1</td>
<td>Additional Funds</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>4 S-2</td>
<td>Additional Funds</td>
<td>$4,854.82</td>
</tr>
<tr>
<td>5</td>
<td>Cleaning of Drainage Systems</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Removal of Dead Trees</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Change from 15 Gallon to 5 Gallon Plant Size</td>
<td>($43,663.00)</td>
</tr>
<tr>
<td>7 S-1</td>
<td>Additional Funds</td>
<td>$2,221.02</td>
</tr>
<tr>
<td>8</td>
<td>Repairs to Existing Facilities</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>8 S-1</td>
<td>Additional Funds</td>
<td>$2,000.00</td>
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<tr>
<td>8 S-2</td>
<td>Additional Funds</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>8 S-3</td>
<td>Additional Funds</td>
<td>$15,250.00</td>
</tr>
<tr>
<td>8 S-4</td>
<td>Additional Funds</td>
<td>$3,930.65</td>
</tr>
<tr>
<td>9</td>
<td>Lane Closure Chart Revisions</td>
<td>$0.00</td>
</tr>
<tr>
<td>9 S-1</td>
<td>Lane Closure Chart Revisions</td>
<td>$0.00</td>
</tr>
<tr>
<td>10</td>
<td>PVC Ball Valve</td>
<td>$0.00</td>
</tr>
<tr>
<td>11</td>
<td>Repair Fiber Optic Cable</td>
<td>$4,070.87</td>
</tr>
<tr>
<td>12</td>
<td>Irrigation Water Payment</td>
<td>$32,384.52</td>
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<tr>
<td>12 S-1</td>
<td>Additional Funds</td>
<td>$8,487.04</td>
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<tr>
<td>12 S-2</td>
<td>Additional Funds</td>
<td>$1,656.78</td>
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<tr>
<td>12 S-3</td>
<td>Additional Funds</td>
<td>$1,634.70</td>
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<tr>
<td>12 S-4</td>
<td>Additional Funds</td>
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<tr>
<td>12 S-5</td>
<td>Additional Funds</td>
<td>$5,007.79</td>
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<td>12 S-6</td>
<td>Additional Funds</td>
<td>$5,739.61</td>
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<tr>
<td>12 S-7</td>
<td>Additional Funds</td>
<td>$6,753.56</td>
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<tr>
<td>12 S-8</td>
<td>Additional Funds</td>
<td>$8,666.48</td>
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<tr>
<td>12 S-9</td>
<td>Additional Funds</td>
<td>$4,744.77</td>
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<tr>
<td>12 S-10</td>
<td>Additional Funds</td>
<td>$5,482.89</td>
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<tr>
<td>12 S-11</td>
<td>Additional Funds</td>
<td>$2,874.37</td>
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<td>12 S-12</td>
<td>Additional Funds</td>
<td>$466.51</td>
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<tr>
<td>12 S-13</td>
<td>Additional Funds</td>
<td>$493.89</td>
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<tr>
<td>13</td>
<td>Increase in Gravel Mulch Costs</td>
<td>$158,215.90</td>
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<tr>
<td>14</td>
<td>Repair Damage by Others</td>
<td>$6,000.00</td>
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<tr>
<td>15</td>
<td>Additional Electrical Work</td>
<td>$976.73</td>
</tr>
<tr>
<td>16</td>
<td>Additional Plant Establishment Work</td>
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</tr>
<tr>
<td>16 S-1</td>
<td>Additional Funds</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

**Bolded** - Construction Change Orders approved since the last reporting to the Metro Valley Study Session

Amounts shown in parentheses represent a credit to the Agency
17 | Remove Burned Palm Tree | $4,000.00

| CCO TOTAL | $421,353.55 |
| TOTAL CONTINGENCY AND SUPPLEMENTAL | $812,748.38 |

### I-215 Segment 2 Landscape Replacement Project – Executed Change Orders

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Maintain Public Traffic</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Storm Water Shared Costs</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Establish Dispute Resolution Advisor</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Remove and Dispose of Rock Cobble</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>4 S-1</td>
<td>Additional Funds to Remove BNSF Ballast</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>4 S-2</td>
<td>Additional Funds to Remove and Dispose of Rock Cobble</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>4 S-3</td>
<td>Additional Funds to Remove and Dispose of Rock Cobble</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Cleaning of Drainage Systems</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Removal of Dead Trees</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Revised Special Provisions for the Cost of Water</td>
<td>$0.00</td>
</tr>
<tr>
<td>7 S-1</td>
<td>Water Cost Adjustment</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Irrigation Revisions</td>
<td>$656.30</td>
</tr>
<tr>
<td>9</td>
<td>Relocate Trees and Irrigation outside of Clear Recovery Zone</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>9 S-1</td>
<td>Additional Funds</td>
<td>$1,206.16</td>
</tr>
<tr>
<td>10</td>
<td>Service Connection for Irrigation</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>10 S-1</td>
<td>Additional Funds</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Revised Ball Valves Specifications</td>
<td>$0.00</td>
</tr>
<tr>
<td>14</td>
<td>Revised Gravel Mulch Specifications</td>
<td>$0.00</td>
</tr>
<tr>
<td>15</td>
<td>Added Irrigation Booster Pump</td>
<td>$48,457.80</td>
</tr>
<tr>
<td>16</td>
<td>Added Closure Charts</td>
<td>$0.00</td>
</tr>
<tr>
<td>17</td>
<td>Gravel Mulch Adjustment</td>
<td>$187,717.00</td>
</tr>
</tbody>
</table>

| CCO TOTAL | $398,037.26 |
| TOTAL CONTINGENCY AND SUPPLEMENTAL | $502,203.56 |

### I-10 Corridor Contract 1

**Design Build – Executed Change Orders**

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Establish Dispute Review Board</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Partnering</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>3</td>
<td>100 Day Extension for Utility Information Submittal</td>
<td>$0.00</td>
</tr>
<tr>
<td>4</td>
<td>Addition of Executed Utility Agreements to Technical Provisions</td>
<td>$0.00</td>
</tr>
<tr>
<td>5</td>
<td>Overhead Sign Location Change</td>
<td>$0.00</td>
</tr>
<tr>
<td>7</td>
<td>Provide for CHP &amp; Maintenance Observation/Enforcement Area</td>
<td>$0.00</td>
</tr>
<tr>
<td>11</td>
<td>Revised Pavement Delineation Detail</td>
<td>$0.00</td>
</tr>
<tr>
<td>12</td>
<td>Mass Concrete Specification Revision</td>
<td>$0.00</td>
</tr>
<tr>
<td>13</td>
<td>Temporary ITS Traffic Monitoring Stations</td>
<td>$0.00</td>
</tr>
<tr>
<td>14</td>
<td>Concurrent Closure of 6th Street and Campus Avenue Bridges</td>
<td>$0.00</td>
</tr>
<tr>
<td>15</td>
<td>Modify Utility Relocation Work Packages</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Bolded** - Construction Change Orders approved since the last reporting to the Metro Valley Study Session

Amounts shown in parentheses represent a credit to the Agency
<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>Revised Tech Provision 14.3.5 “Design Submittals” Requirements</td>
<td>$0.00</td>
</tr>
<tr>
<td>19</td>
<td>Modifications to the Project Aesthetics and Landscape Master Plan</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td><strong>CCO TOTAL</strong></td>
<td><strong>$165,000.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL CONTINGENCY AND SUPPLEMENTAL</strong></td>
<td><strong>$72,769,000.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Establish Dispute Review Board</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Partnering</td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td>Right of Way (ROW) Revisions</td>
<td>$0.00</td>
</tr>
<tr>
<td>4</td>
<td>Revised NTP 2 Start Date</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td><strong>CCO TOTAL</strong></td>
<td><strong>$75,000.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL CONTINGENCY AND SUPPLEMENTAL</strong></td>
<td><strong>$1,855,000.00</strong></td>
</tr>
</tbody>
</table>

**US 395 Phase 1 Widening Project – Executed Change Orders**

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maintain Public Traffic</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Storm Water Shared Costs</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Partnering</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Establish Dispute Resolution Advisor</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Cleaning of Drainage Systems</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Buried Man-Made Objects</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Maintain Existing Temporary Electrical Systems</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>7 S-1</td>
<td>Additional Funds</td>
<td>$85,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Maintain Temporary Tortoise Fence</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Revised Temporary HMA Requirements</td>
<td>($11,000.00)</td>
</tr>
<tr>
<td>10</td>
<td>Revised Temporary HMA Specifications</td>
<td>($3,180.00)</td>
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<tr>
<td>11</td>
<td>Additional Earthwork</td>
<td>$35,905.00</td>
</tr>
<tr>
<td>12</td>
<td>Protect Existing Drainage Systems</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>13</td>
<td>Added Saw Cut to coordinate with Kinder Morgan work</td>
<td>$24,304.00</td>
</tr>
<tr>
<td>14</td>
<td>Provide Access to A Local Business</td>
<td>$11,800.00</td>
</tr>
<tr>
<td>15</td>
<td>Quantity Increases; Bid Items 21, 26 &amp; 83</td>
<td>$78,780.00</td>
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<tr>
<td>16</td>
<td>Drainage System 14 Modifications</td>
<td>$10,270.00</td>
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<tr>
<td>17</td>
<td>Removal of 31 Concrete Headwalls and Wingwalls</td>
<td>$52,583.75</td>
</tr>
<tr>
<td>18</td>
<td>Drainage System 7 Modifications</td>
<td>$31,356.00</td>
</tr>
<tr>
<td>19</td>
<td>Adjust Manholes to Grade</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>20</td>
<td>Additional HMA Paving for Revised Staging</td>
<td>$127,670.90</td>
</tr>
<tr>
<td>21</td>
<td>Modified Drainage System Opening on Retaining Wall 794</td>
<td>$4,103.35</td>
</tr>
<tr>
<td>23</td>
<td>Revised Pile Cap Concrete Requirement for Sound Wall 875</td>
<td>$217,665.25</td>
</tr>
<tr>
<td>25</td>
<td>Added curb on the Southeast Corner of Air Base Road</td>
<td>$2,040.00</td>
</tr>
<tr>
<td>26</td>
<td>Electrical Design Changes at the Air Base Road Intersection</td>
<td>$43,363.00</td>
</tr>
<tr>
<td></td>
<td><strong>CCO TOTAL</strong></td>
<td><strong>$1,030,661.25</strong></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL CONTINGENCY AND SUPPLEMENTAL</strong></td>
<td><strong>$8,741,611.75</strong></td>
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</table>

**Bolded** - Construction Change Orders approved since the last reporting to the Metro Valley Study Session

Amounts shown in parentheses represent a credit to the Agency
### Monte Vista Grade Separation – Executed Change Orders

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Establish Dispute Resolution Board</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>1 S-1</td>
<td>Revise Special Provision Language</td>
<td>$0.00</td>
</tr>
<tr>
<td>1 S-2</td>
<td>Additional Funds</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Partnering Workshop</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Traffic Control</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>3 S-1</td>
<td>Additional Funds</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Federal Training Program</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Post-Tensioning Duct Size Change</td>
<td>$0.00</td>
</tr>
<tr>
<td>7</td>
<td>Storm Water Shared Costs</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Relocate 8” Water Line</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>8 S-1</td>
<td>Additional Funds</td>
<td>$10,386.03</td>
</tr>
<tr>
<td>9</td>
<td>Drainage System for Adjacent Property</td>
<td>$14,925.00</td>
</tr>
<tr>
<td>10</td>
<td>Masonry Block Change</td>
<td>$0.00</td>
</tr>
<tr>
<td>11</td>
<td>Sewer Lateral Piping Size Change</td>
<td>$6,013.00</td>
</tr>
<tr>
<td>12</td>
<td>Future Electrical Conduits for Montclair</td>
<td>$39,385.00</td>
</tr>
<tr>
<td>13</td>
<td>Change in Phasing of Work</td>
<td>$0.00</td>
</tr>
<tr>
<td>14</td>
<td>Precast Girder Reinforcement Change</td>
<td>$0.00</td>
</tr>
<tr>
<td>15</td>
<td>Change in Phasing of Work</td>
<td>$0.00</td>
</tr>
<tr>
<td>16</td>
<td>Water Line Modifications</td>
<td>$8,790.00</td>
</tr>
<tr>
<td>16 S-1</td>
<td>TRO Payment for Delays Related to CCO No. 16</td>
<td>$124,800.00</td>
</tr>
<tr>
<td>16 S-2</td>
<td>Additional Funds</td>
<td>$54,689.60</td>
</tr>
<tr>
<td>17</td>
<td>Modify Overhead Signs and Install Pedestrian Barricades</td>
<td>$6,765.97</td>
</tr>
<tr>
<td>21</td>
<td>Additional Sewer Service Lateral Connections</td>
<td>$10,850.00</td>
</tr>
<tr>
<td>22</td>
<td>Girder Reinforcement Splicing Option</td>
<td>$0.00</td>
</tr>
<tr>
<td>23</td>
<td>Deleting Sidewalk</td>
<td>($12,540.00)</td>
</tr>
<tr>
<td>25</td>
<td>HMA Along Private Access Road</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>26</td>
<td>Temporary Embankment for SCE</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>27</td>
<td>Temporary Shoring for SCE</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>28</td>
<td>Modify Water Line in Conflict with SCE</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>29</td>
<td>Storm Drain Lateral Realignment</td>
<td>$14,110.00</td>
</tr>
<tr>
<td>31</td>
<td>Driveway for Future Development</td>
<td>$3,187.80</td>
</tr>
<tr>
<td>32</td>
<td>Potholing/Locating AT&amp;T &amp; Level 3 Utilities</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>33</td>
<td>Deduction for Rejected Piles</td>
<td>($10,000.00)</td>
</tr>
<tr>
<td>34</td>
<td>Modified Quantities Due to the Field Conditions</td>
<td>$29,257.95</td>
</tr>
<tr>
<td>34 S-1</td>
<td>Modified Quantities Due to the Field Conditions</td>
<td>$105,453.57</td>
</tr>
<tr>
<td>34 S-2</td>
<td>Modified Quantities Due to the Field Conditions</td>
<td>$9,450.00</td>
</tr>
<tr>
<td>35</td>
<td>Conduit for SCE Service Connection for Traffic Signal System</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>36</td>
<td>Additional MSE Wall Drainage</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>37</td>
<td>Water Supply Modifications</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>38</td>
<td>Seal Coat Specification Change</td>
<td>($2,000.00)</td>
</tr>
<tr>
<td>39</td>
<td>Removal of UPRR Sign Foundations</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

**Bolded** - Construction Change Orders approved since the last reporting to the Metro Valley Study Session

Amounts shown in parentheses represent a credit to the Agency
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41</td>
<td>Resolution of NOPC No. 3</td>
<td>($59,986.00)</td>
</tr>
<tr>
<td>42</td>
<td>Revised Canopy at Taxi Yard</td>
<td>$0.00</td>
</tr>
<tr>
<td>43</td>
<td>Landscaping Revisions</td>
<td>$11,286.00</td>
</tr>
<tr>
<td>44</td>
<td>Added Headwall and Retaining Curb</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>45</td>
<td>Drainage Inlet Repair Damaged by Public</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>45 S-1</td>
<td>Additional Funds</td>
<td>$381.43</td>
</tr>
<tr>
<td>46</td>
<td>Project Substantial Completion</td>
<td>$0.00</td>
</tr>
<tr>
<td>47</td>
<td>Wire Mesh Substitution</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>48</td>
<td>Fence and Gate Revisions</td>
<td>$52,336.60</td>
</tr>
<tr>
<td>49</td>
<td>Monument Modifications</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>49 S-1</td>
<td>Additional Monument Modifications</td>
<td>$46,000.00</td>
</tr>
<tr>
<td>52</td>
<td>Additional work required by UPRR</td>
<td>$10,577.00</td>
</tr>
<tr>
<td>53</td>
<td>Additional Erosion Control</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>54</td>
<td>Fence Repairs Damaged by Public</td>
<td>$13,184.00</td>
</tr>
<tr>
<td></td>
<td><strong>CCO TOTAL</strong></td>
<td><strong>$815,302.95</strong></td>
</tr>
</tbody>
</table>

**TOTAL CONTINGENCY AND SUPPLEMENTAL** **$2,498,958.60**

**Bolded** - Construction Change Orders approved since the last reporting to the Metro Valley Study Session

Amounts shown in parentheses represent a credit to the Agency
**Minute Action**

AGENDA ITEM: 3

**Date:** June 11, 2020

**Subject:**
Election of Committee Chair and Vice Chair

**Recommendation:**
Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Board of Directors Metro Valley Study Session for terms to end on June 30, 2021.

**Background:**
Terms for the Chair and Vice Chair of each of the San Bernardino County Transportation Authority (SBCTA) policy committees and Metro Valley Study Session expire on June 30, 2020. Election of Chair and Vice Chair for each of the policy committees and Metro Valley Study Session is scheduled to immediately follow the annual election of SBCTA Officers, which occurred at the June 3, 2020 Board of Directors meeting.

This item provides for an election to be conducted, which will identify the Chair and Vice Chair of the Study Session to serve until June 30, 2021. A complete listing of SBCTA policy committees, memberships, and chairs is attached to this item for reference.

**Financial Impact:**
This item has no financial impact to the Fiscal Year 2019/2020 Budget.

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

**Responsible Staff:**
Paula Beauchamp, Director of Project Delivery and Toll Operations
San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

### General Policy Committee
Membership consists of the following:
- SBCTA President, Vice President, and Immediate Past President
- 4 East Valley (3 City, 1 County)
- 4 West Valley (3 City, 1 County)
- 4 Mt/Desert (3 City, 1 County)

City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee.

Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>PURPOSE</th>
<th>MEMBERSHIP</th>
<th>TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Policy</td>
<td>Makes recommendations to Board of Directors and:</td>
<td>West Valley</td>
<td>6/30/2020</td>
</tr>
<tr>
<td>Committee</td>
<td>(1) Provides general policy oversight which spans the multiple</td>
<td>Alan Wapner, Ontario (Past President)</td>
<td></td>
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<tr>
<td></td>
<td>program responsibilities of the organization and maintains the</td>
<td>L. Dennis Michael, Rancho Cucamonga</td>
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<tr>
<td></td>
<td>comprehensive organization integrity;</td>
<td>Acquanetta Warren, Fontana</td>
<td></td>
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<tr>
<td></td>
<td>(2) Provides policy direction with respect to administrative</td>
<td>Curt Hagman, Supervisor (Chair MVSS)</td>
<td>6/30/2020</td>
</tr>
<tr>
<td></td>
<td>issues, policies, budget, finance, audit, and personnel issues for</td>
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<tr>
<td></td>
<td>the organization;</td>
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<td></td>
<td>(3) Serves as policy review committee for any program area that</td>
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<tr>
<td></td>
<td>lacks active policy committee oversight.</td>
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<td></td>
<td>Committee has authority to approve contracts in excess of $25,000</td>
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<td></td>
<td>with notification to the Board of Directors.</td>
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<td></td>
<td>(Brown Act)</td>
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</tbody>
</table>

### Transit Committee
Membership consists of 12 SBCTA Board Members:
- 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (***) members, and 2 Mountain/Desert Board Members.
- SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board.
- Other members are appointed by the SBCTA President for 2-year terms.

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>PURPOSE</th>
<th>MEMBERSHIP</th>
<th>TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transit</td>
<td>Provides policy guidance and recommendations to the SBCTA Board of</td>
<td>Bill Jahn, Big Bear Lake (Chair)</td>
<td>12/31/2020</td>
</tr>
<tr>
<td>Board of Directors</td>
<td>Directors and Southern California Regional Rail Authority</td>
<td>L. Dennis Michael, Rancho Cucamonga (Vice Chair)</td>
<td>(6/30/2021)</td>
</tr>
<tr>
<td></td>
<td>(SCRRA) delegates with respect to commuter rail and transit</td>
<td>Frank Navarro, Colton</td>
<td>(6/30/2021)</td>
</tr>
<tr>
<td></td>
<td>service.</td>
<td>John Dutrey, Montclair**</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* SCRRA Primary Member</td>
<td>Larry McCallon, Highland**</td>
<td></td>
</tr>
<tr>
<td></td>
<td>** SCRRA Alternate Member</td>
<td>Deborah Robertson, Rialto</td>
<td></td>
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<tr>
<td></td>
<td>(Brown Act)</td>
<td>Alan Wapner, Ontario*</td>
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<td></td>
<td></td>
<td>Acquanetta Warren, Fontana</td>
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<td>Ray Marquez, Chino Hills**</td>
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<td></td>
<td></td>
<td>Dawn Rowe, Supervisor</td>
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<td>John Valdivia, San Bernardino</td>
<td></td>
</tr>
</tbody>
</table>
San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>PURPOSE</th>
<th>MEMBERSHIP</th>
<th>TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mountain/Desert Committee</td>
<td>Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)</td>
<td>Robert A. Lovingood, Supervisor (Chair)</td>
<td>Indeterminate (6/30/21)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dawn Rowe, Supervisor (Vice Chair)</td>
<td>Indeterminate (6/30/21)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gabriel Reyes, Adelanto</td>
<td>Indeterminate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Art Bishop, Apple Valley</td>
<td>Indeterminate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Julie McIntyre, Barstow</td>
<td>Indeterminate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bill Jahn, Big Bear Lake</td>
<td>Indeterminate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rebekah Swanson, Hesperia</td>
<td>Indeterminate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Edward Paget, Needles</td>
<td>Indeterminate</td>
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<tr>
<td></td>
<td></td>
<td>Joel Klink, Twentynine Palms</td>
<td>Indeterminate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jim Cox, Victorville</td>
<td>Indeterminate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rick Denison, Yucca Valley</td>
<td>Indeterminate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Janice Rutherford, Supervisor</td>
<td>Indeterminate</td>
</tr>
</tbody>
</table>

Policy Committee Meeting Times

<table>
<thead>
<tr>
<th>STUDY SESSION</th>
<th>PURPOSE</th>
<th>MEMBERSHIP</th>
<th>TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Policy Committee</td>
<td>Second Wednesday, 9:00 a.m., SBCTA Office</td>
<td>Board of Directors</td>
<td>6/30/2020</td>
</tr>
<tr>
<td>Transit Committee</td>
<td>Second Thursday (following the Board of Directors meeting), 9:00 a.m., SBCTA Office</td>
<td>Curt Hagman, Supervisor (Chair)</td>
<td>6/30/2020</td>
</tr>
<tr>
<td>Mountain/Desert Committee</td>
<td>Third Friday, 9:30 a.m., Victorville, CA</td>
<td>Dawn Rowe, Supervisor (Vice Chair)</td>
<td>6/30/2020</td>
</tr>
</tbody>
</table>

Board of Directors Study Sessions for Metro Valley Issues

<table>
<thead>
<tr>
<th>STUDY SESSION</th>
<th>PURPOSE</th>
<th>MEMBERSHIP</th>
<th>TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Directors Study Sessions for Metro Valley Issues</td>
<td>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)</td>
<td>Board of Directors</td>
<td>6/30/2020</td>
</tr>
<tr>
<td>Refer to SBCTA Policy 10007.</td>
<td></td>
<td>Curt Hagman, Supervisor (Chair)</td>
<td>6/30/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dawn Rowe, Supervisor (Vice Chair)</td>
<td>6/30/2020</td>
</tr>
</tbody>
</table>

I-10 and I-15 Corridor Joint Sub-Committee

<table>
<thead>
<tr>
<th>Joint Sub-Committee</th>
<th>PURPOSE</th>
<th>MEMBERSHIP</th>
<th>TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee</td>
<td>The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)</td>
<td>Alan Wapner, Ontario – Chair</td>
<td>12/31/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Josie Gonzales, Supervisor – Vice Chair</td>
<td>12/31/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Robert A. Lovingood, Supervisor</td>
<td>12/31/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Larry McCallon, Highland</td>
<td>12/31/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>L. Dennis Michael, Rancho Cucamonga</td>
<td>12/31/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Frank Navarro, Colton</td>
<td>12/31/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dusty Rigsby, Loma Linda</td>
<td>12/31/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Deborah Robertson, Rialto</td>
<td>12/31/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Janice Rutherford, Supervisor</td>
<td>12/31/2020</td>
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<td></td>
<td></td>
<td>Acquanetta Warren, Fontana</td>
<td>12/31/2020</td>
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<td></td>
<td></td>
<td>Art Bishop, Town of Apple Valley</td>
<td>12/31/2020</td>
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</tbody>
</table>
### Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>PURPOSE</th>
<th>MEMBERSHIP</th>
<th>TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</td>
<td>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</td>
<td>Standing Membership – Morongo Basin Transit Authority Mountain Area Regional Transit Authority needles Area Transit Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works</td>
<td>On-going On-going On-going On-going On-going On-going</td>
</tr>
<tr>
<td></td>
<td>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings</td>
<td>At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Option House Loma Linda Medical Center</td>
<td>5/31/2020 9/30/2020 9/30/2020 6/30/2022 5/31/2020</td>
</tr>
<tr>
<td></td>
<td>(2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications</td>
<td></td>
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<td></td>
<td>(3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan</td>
<td></td>
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<td>(4) Review call for projects for Federal Transit Administration Section 5310 grant applications</td>
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<td>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit</td>
<td></td>
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<td>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit</td>
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<td></td>
<td>(7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I</td>
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<td>(8) Identify regional or county level areas of unmet needs</td>
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<tr>
<td></td>
<td>(9) Address special grant or funding opportunities</td>
<td></td>
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<tr>
<td></td>
<td>(10) Address any special issues of PASTACC voting and non-voting members</td>
<td></td>
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</tbody>
</table>

**Meeting Dates and Time:** Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)
**Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan**

**COMMITTEE**

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:

A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.

B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.

C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.

D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.

E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.

In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.

**PURPOSE**

The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.

The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.

(Brown Act)

**MEMBERSHIP**

- Donald Driftmier (A)
- Gerry Newcombe (B)
- Wayne Hendrix (C)
- Rick Gomez (D)
- Mike Layne (E)
- Darcy McNaboe, Ex-Officio
- Ray Wolfe, Ex-Officio

**TERMS**

- 12/31/20
- 12/31/20
- 12/31/22
- 12/31/22
- 12/31/22

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**SBCTA Ad Hoc Committees**

**COMMITTEE**

Legislative

In March 2013, the SBCTA Board President appointed this ad hoc committee.

This committee will consist of the SBCTA Board Officers.

**PURPOSE**

Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.

**MEMBERSHIP**

President – Darcy McNaboe, Grand Terrace
Vice President – Frank Navarro, Colton
Immediate Past President – Alan Wapner, Ontario
### Council of Governments Ad Hoc Committee
In June 2016, the SBCTA Board President appointed this ad hoc committee.
To provide direction relative to the Council of Governments annual work plan.

- Alan Wapner, Ontario – Chair
- Josie Gonzales, Supervisor
- Bill Jahn, Big Bear Lake
- Larry McCallon, Highland
- L. Dennis Michael, Rancho Cucamonga
- Frank Navarro, Colton
- Janice Rutherford, Supervisor

### Omnitrans/San Bernardino County Transportation Authority Ad Hoc Committee
In April 2019, President McNaboe appointed SBCTA members to this ad hoc committee.
To provide policy guidance related to funding allocations and project delivery.

- Ron Dailey, Loma Linda (Omnitrans)
- Penny Lilburn, Highland (Omnitrans)
- Sam Spagnolo, Rancho Cucamonga (Omnitrans)
- Darcy McNaboe, Grand Terrace (SBCTA)
- Dusty Rigsby, Loma Linda (SBCTA)
- Ray Marquez, Chino Hills (SBCTA)

### SBCTA Technical Advisory Committees

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>PURPOSE</th>
<th>MEETING SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transportation Technical Advisory Committee (TTAC)</strong>&lt;br&gt;Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.</td>
<td>SBCTA’s Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.</td>
<td>Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.</td>
</tr>
<tr>
<td><strong>City/County Manager’s Technical Advisory Committee (CCM TAC)</strong>&lt;br&gt;The committee is composed of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County.</td>
<td>SBCTA’s City/County Manager’s Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG’s member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.</td>
<td>Meets on the first Thursday of each month at 10:00 AM, at SBCTA.</td>
</tr>
<tr>
<td><strong>Planning and Development Technical Forum (PDTF)</strong>&lt;br&gt;Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.</td>
<td>The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.</td>
<td>Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).</td>
</tr>
<tr>
<td><strong>Project Development Teams</strong></td>
<td>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.</td>
<td>Varies with the PDT.</td>
</tr>
</tbody>
</table>
Minute Action

AGENDA ITEM: 4

Date: June 11, 2020

Subject:
Metrolink Accessibility Phase 2 Project - Request to Release Design RFP

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

Authorize the release of Request for Proposal No. 20-1002388 for Plans, Specifications and Estimates and Right-of-Way, for the Metrolink Accessibility Project – Phase II.

Background:
The Active Transportation Program (ATP) was created by Senate Bill 99 (Chapter 359, Statutes 2013) and Assembly Bill 101 (Chapter 354, Statutes 2013), to encourage increased use of active modes of transportation, such as biking and walking, as well as to ensure compliance with Moving Ahead for Progress in the 21st Century (MAP-21). San Bernardino County Transportation Authority (SBCTA) was successful in receiving a grant of ATP funds for the Metrolink Station Accessibility Improvement Project - Phase I in the amount of $4,678,729, and completed construction of that project in 2019. SBCTA received an additional grant of ATP funds for the Metrolink Station Accessibility Improvement Project - Phase II in the amount of $6,131,664. As with Phase I, the Phase II project will benefit multiple jurisdictions in San Bernardino County by providing safe pedestrian/bicycle access, wayfinding signage to direct users to the transit centers, sidewalk improvements, high-visibility crosswalks, bicycle parking, and improvements to key corridors of the regional bicycle network designed to directly connect to Metrolink Stations in five cities.

Since the project will receive federal funding both National Environmental Policy Act (NEPA) and California Environment Quality Act (CEQA) clearance are required. The California Department of Transportation (Caltrans) is anticipated to approve a Categorical Exclusion under NEPA for the project and SBCTA as the lead agency will need to approve a Categorical Exemption under CEQA. Once NEPA clearance is obtained from Caltrans, staff will bring forward an item for CEQA clearance approval to the Executive Director per SBCTA Policy No. 50100, Environmental Policy and Approval Authority. Since the Phase I project list was environmentally cleared in 2016, staff anticipates a quicker turnaround with NEPA clearance from Caltrans as the project list will only go through a re-validation process. Upon environmental clearance, this project will proceed to the design and Right-of-Way phase.

As the project completes the planning phase, staff is requesting authorization from the Board of Directors (Board) to solicit a Design Services consultant. A future recommendation for award of the design contract would be anticipated to be brought to the Board to award the contract in Fall 2020. Staff is requesting authorization to release a Request for Proposals (RFP) No. 20-1002388 for the Plans, Specifications and Estimates (PS&E) and Right-of-Way (ROW) Services for the Metrolink Station Accessibility Improvement Project – Phase II.

Entity: San Bernardino County Transportation Authority
Financial Impact:
This item is consistent with the Fiscal Year 2019/2020 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0810 Metrolink ATP - Phase 2.

Reviewed By:
This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA Procurement Manager and Risk Manager have reviewed this agenda item and a draft of the RFP. SBCTA General Counsel has not reviewed this agenda item or a draft of the RFP.

Responsible Staff:
Dennis Saylor, Project Manager
ATTACHMENT A - SCOPE OF WORK

RFP No. 20-1002388

San Bernardino County Transportation Authority ("SBCTA") is seeking professional services for the preparation of plans, studies and reports necessary for development of the Plans, Specifications and Estimate (PS&E) for the Metrolink Active Transportation Program, Phase II ("Project") at five Metrolink Facilities in San Bernardino County.

The Active Transportation Program (ATP) was created by Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation, such as biking and walking. The ATP consolidates various transportation programs; including the federal Transportation Alternatives Program, state Bicycle Transportation Account, and federal and state Safe Routes to School programs into a single program.

This Project will improve pedestrian and bicycle accessibility at five Metrolink Stations by extending bike trails and lanes, improving sidewalks and crosswalks, providing bike lockers and racks, and adding way-finding signage. The project locations and proposed improvements are identified in Figures A.1 o A.7

For the purposes of the RFP, and to meet project funding deadlines, assume a nine (9) month schedule from Notice- to-Proceed to a Ready-to-List package.

I. APPLICABLE STANDARDS

A. All documents shall be prepared in accordance with current Federal, State and local regulations, policies, procedures, manuals, and standards where applicable. Consultant shall obtain, at its expense, all applicable Manuals and Standard Plans.

B. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the California and Local Building Codes within the project limits. In accordance with 28 CFR Sec. 35.151, curbs and ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.

C. The Task and WBS Structure used for pricing, cost reporting and schedule preparation is the Caltrans Work plan Standards Guide for Delivery of Capital Projects.

D. Project Management will be performed in accordance to the Caltrans 'Work plan Standards Guide for Delivery of Capital Projects.
E. Project Plans will be prepared in Micro Station V8 format and in accordance with the Caltrans CADD User’s Manual.

F. Project Specifications and Special Provisions will be prepared in accordance with Caltrans 2015 Standard Specifications and Special Provisions

G. Standard plans from each local Agency will be utilized for elements of work within their jurisdiction.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

A. Consultant Services include the studies, reports, drawings, plans specifications, estimates, and special provisions necessary to complete the PS&E package.

B. The Work includes ROW support, specifically related to utility research and coordination, surveys and mapping required for ROW and Utility certification.

C. The Work includes design support during construction. Specifically, the scope includes providing background information on the PS&E package, answering Requests for Information (RFI) and preparation of the construction as-built package.

D. The Moving Ahead for Progress in the Twenty First Century (MAP-21) requires pre-project and post-project pedestrian and bike traffic analysis and is included in this scope of work.

E. The final technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

F. Develop and maintain a Project schedule utilizing the Primavera P6 Project Management, Release 7.0 software or approved equal. The Project schedule will be presented monthly to the Project Development Team (PDT) meeting and electronic files will be provided as requested to SBCTA. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.

G. Employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, Consultant observes, encounters, or identifies any circumstances that could pose potential risk, Consultant shall notify SBCTA immediately.
III. PROJECT

This contract is for Phase II projects only. Figures A.1 to A.7 include both Phase I and Phase II projects. Both Phases are included in the Environmental Documents. Scope refinement will occur during the early design phase. For purposes of this RFP, assume the projects shown as Phase II in Figures A.1 to A.7 are included in this scope of services.

IV. ASSUMPTIONS

A. Assume there will be three (3) meetings per month for the duration of the PS&E phase, including a monthly PDT meeting. Assume the PS&E phase spans nine (9) months.

B. Assume there will be one (1) meeting per month for the duration of the construction phase and that construction spans nine (9) months.

C. Assume eight (8) hard copies and eight (8) CDs of all final deliverables. Consultant will coordinate with SBCTA and each City prior to distribution of all deliverables to determine the points of contact and format of copies.

D. Assume each major deliverable will include a SBCTA peer review in conjunction with a review by each local Agency, followed by a workshop for comment resolution, if required.

E. Assume all improvements will be within public right of way and temporary construction or permanent easements will not be required.

V. SCOPE OF SERVICES

The following is a summary of anticipated tasks outlined in the Caltrans Work Breakdown Structure (WBS) necessary to complete the PS&E phase and obtain Caltrans approval. This summary is not intended to be all inclusive and work may include tasks listed in the WBS that are not identified in this summary.

Task 100 Project Management

The services provided include the initiation and planning of the project, and the execution, control and close out of the project. Tasks include:

- Initiation and planning of the project
- Providing project management and supervision of project staff to facilitate the performance of the work
- Preparation and maintenance of the Project schedule and deliverables matrix
• Presenting the schedule and deliverables matrix to the monthly Project Development Team (PDT) meeting
• Coordination with Agencies to determine project priorities and access permit requirements
• Coordination with the PDT and project stakeholders
• Administering subcontracts and directing their work (if applicable)
• Preparation and distribution of agendas prior to the meetings, preparation of meeting minutes and distribution of minutes within five working days after the meetings
• Organizing the Kick-off Meeting with Project Stakeholders to define the project and project limits, review roles and responsibilities, and determine which document deliverables are necessary
• Development and maintenance of the Work Plan
• Preparation of remedial actions to recover schedule loss
• Development and use a Project Specific Quality Assurance and Quality Control Plan in conformance with Section VI.
• Development and use a Project Management Plan.
• Development and use a Risk Management Plan.
• Development and use a Document Control Plan

**Deliverables:**

- PDT meeting notices, agendas, handouts, and minutes
- Presentation materials consisting of agendas, previous meeting minutes, current schedule and deliverables matrix, current plans and action item log.
- Monthly Project Master Schedule delivered one week prior to the PDT meeting.
- Project Master Schedule in electronic format delivered as requested.
- Project Specific Quality Assurance and Quality Control Plan
- Project Management Plan
- Project specific Risk Management Plan
- Document Control Plan
- Final copy of all major deliverables during close-out

**Task 160/165 Preliminary Engineering and Environmental Studies**

Project Initiation Documents and some preliminary engineering studies were completed for the ATP Grant Application and the "Improvement to Transit Access for Cyclists and Pedestrians Report". Prior to starting the PS&E activities, an assessment is required of preliminary engineering studies requirements to support the PS&E Work. Coordinate with PDT to determine which of the following are required and at what level.

- Surveys and maps to determine boundary information
- Topography, Base Maps and Plan Sheets
- Utility locations plans and estimate
- Preliminary Investigation Report to assess work-site conditions and topographic data
• Geometric Plans, Horizontal and Vertical Alignments
• Water Quality Management Plan
• Fact Sheet for Exceptions to Design Standards (if required)

The following are required:

• Transportation Problem Definition and Site Assessment for Impacted Roadways
  o Compile and review existing background information.
  o Review existing reports studies and mapping including planning documents, field reviews, as-builts, base mapping, existing surveys and ROW maps.
  o Develop project constraints and information required to determine the extent of the existing problem and future needs including discussions with internal and external stakeholders.
  o Analyze the existing problem and future requirements to determine the project's need and purpose.
  o Prepare the necessary Fact Sheets for Design Exceptions, in the event that non-standard features are necessary.

• Foot and Bicycle Traffic Assessment: ATP requires bike and pedestrian counts be conducted and report generated before and after the Project. The methodology for performing bicycle and pedestrian counts is outline by the Southern California Association of Government (SCAG). The purpose of the count is to:
  o Determine existing travel patterns and demand;
  o Evaluate the effectiveness of programs and/or facilities to promote walking and biking (before and after studies);
  o Identify corridors where current use and potential for increased use is high;
  o Track trends over time;
  o Improve pedestrian and bicycle safety and evaluate the impact of different design treatments on collision rates;
  o Identify locations for pedestrian and bicycle facility improvements and design appropriate treatments;
  o Measure demographic changes as facilities that increase user comfort and attract a wider range of pedestrians and bicyclists are developed;
  o Assess future pedestrian and bicycle travel demand;
  o Prioritize bicycle and pedestrian improvement projects.

• List of permits required to complete project

Task 185 Base Maps and Plan Sheets

Work during PS&E development involves the preparation of geometric base maps and functional base plan sheets, including review of existing project information, gathering
appropriate mapping, conducting additional studies. Final products of this task include preparation of Right of Way maps and plan sheets.

The task includes updating the project information needed to prepare the engineering design report, perform preliminary design and determine ROW requirements.

Specifically:

- Field reviews and topographic surveys
- Research and obtain copies of existing studies
- Research, obtain, and review utility maps and plans
- Obtain Record of Survey, benchmark, and centerline tie information
- Produce mapping and survey control necessary for the PS&E including
  - Incorporation of Basic (Corridor) Control and adjacent project.
  - Establishing primary control throughout the project
  - Establishing supplemental control for the project
  - Documenting the control survey.

**Deliverables:**

- Updated project information and confirmation of Purpose and Scope
- Permanent Project Control Monumentation
- Project Control Diagram or Control Record of Survey
- Project Control Report
- Project file containing the following:
  - Topography
  - Right of Way boundaries
  - Structures
  - Utility Locations

**Task 230 Draft PS&E Package**

Work involves the preparation and review of draft roadway plans, specifications, estimates, roadway design and functional PS&Es. Due to the limited impact of the project on the community or environment, not all PS&E studies or deliverables may be required.

**Fact Sheets:** Prepare the necessary Fact Sheets for Design Exceptions, in the event that non-standard features are necessary.

**Engineering Reports:** Finalize project design reports needed to establish design parameters and complete design.

**Electrical Service Coordination:** This task includes all efforts required to coordinate and obtain electrical service agreements with the local electrical service providers. Service agreements may be required for signal, lighting, communication and irrigation elements of work.
**Deliverables:**
- Road and Highway Plans including, but not limited to Title Sheet and Key Maps, Project Control, Typical Sections, Layouts, Profiles, Construction Details, Summary of Quantities, Water Pollution Control, Drainage, Utility (existing and proposed), Stage Construction, Traffic Handling, Detour, Pavement Delineation, Sign, Removal, Landscape & Planting, Irrigation, Erosion Control
- Project Specifications
- Response to Comments Matrices (PEER review and Agency comments)
- Quantities Estimate
- Cost Estimate
- Engineering Reports and Calculations
  - Hydrology and Hydraulics Analysis (if required)
  - Water Quality Management Plan
  - Electrical Load Calculations
- Draft PS&E Submittal Packages (65% and 95%)
- Electrical Service Agreements

**Task 255 Final PS&E Package**

This activity includes reproduction, distribution, coordination, and circulation of the project’s plans, specifications and estimate. Included are coordinating reviews, reaching consensus and incorporation of comments. Task includes:
- Final Plans including Constructability Review.
- Utility Plans for conflicts (proposed and existing)
- Review Project for Final Permit Needs
- Review Aesthetics
- All Specifications and Estimate
- Materials design elements and specifications
- Conformity with Environmental Commitments
- Perform Safety Review
- Perform PS&E Reviews
- Prepare Construction Staking Package
- Prepare Resident Engineer’s Pending File
- Final bid package for construction
- Support construction procurement as required
- Incorporate PEER review, Agency comments and constructability review comments

**Deliverables:**
- Comment Resolution Matrix or focus meetings as required
- Updated PS&E Package
- Approved Environmental Reevaluation
- Final PS&E Package
- Materials Information Handout
- Construction Staking Package
- Resident Engineer’s Pending File

**Task 200/220 Right of Way Engineering**

This task identifies Consultant Right of Way and Utility services. Consultant Work includes mapping for utilities and identification of conflicts and coordination with the Utility Companies to produce the utility plan sheets. Consultant Work includes the following:

- Utility Relocation Plan: Coordinate with the Utility Companies to produce the utility relocation plans for the protection, removal and relocation of utility facilities necessary to clear and certify ROW.
- ROW and Utility Certifications. Potholing: Pothole plan and Pothole exploration necessary to positively locate potential utility conflicts.

**Deliverables:**

- Right of Way Mapping
- Utility Location Maps (existing and proposed)
- Pothole Request Map
- Pothole Data
- Utility Coordination efforts
- Utility Agreements (if required)
- Railroad Agreements (if required)
- Utility Certification
- Right of Way Certification

**Task 270 Construction Engineering - Technical Support**

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at prework conferences, construction meetings, on-site construction support and RE pending file review.

**Task 295 Final Construction Report**

Work includes coordination with the construction manager and Resident Engineer to develop as-built plans in accordance with Caltrans and the City Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (or CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SBCTA and appropriate agencies.

**Deliverables:**

- As-Built construction package
- Electronic and hardcopy submittal for SBCTA and City records
VI. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SBCTA for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and managed by the Consultant and its subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SBCTA Director of Project Delivery, a copy of the Consultant’s standard QA and QC procedures that are to be followed by the Consultant team (including subconsultants) for the project, will be submitted to SBCTA for review and approval. The standard QA and QC procedures document and any appended project-specific processes, should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SBCTA for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

Project Introduction and Scope:
1. Project description
2. Scope of work
3. Quality objectives
4. List of deliverable documents for each milestone submittal

Project Team Qualifications, Organization, Staff, Roles and Responsibilities:
5. A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
6. Organization chart showing project staff and lines of QA and QC authority and communications.
7. List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.
Quality Training:

8. Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

Scheduling of Quality Activities:

9. Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SBCTA, Caltrans Reviews:

10. Formal external (SBCTA and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
11. Processes for SBCTA Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

12. Quality procedures related to interdisciplinary design review (IDR) process.

Management of Requirements:

14. The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SBCTA and local municipalities.
15. Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

16. Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
17. Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures:

18. Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include:
   - QC testing and validation of computer software used for the calculations
   - Checking of calculations and data (hand calculations and computer calculations input and output)
   - Checking of drawings and exhibits
   - Checking of specifications and contract documents
   - Checking of quantities and cost estimates
   - Review of studies or report-type documents
• QC of CADD-produced documents

19. Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

**Quality Assurance (QA) Procedures:**

20. The processes for QA monitoring, surveillances, and audits of the QC activities, including when QA audits are to be conducted prior to submittals, and the QC activities and QC documentation to be audited.

21. Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

**Quality Documentation:**

22. Quality Records list or definition.

23. Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan and/or a separate project or firm document control plan.
Figure A.1

Metrolink Bike/Ped Access Project: Project Corridor

- ATP Cycle 1
- ATP Cycle 4
- Local
- Pacific Electric Trail - Class I (Existing)
- Metrolink Station
- City Boundaries
- Metrolink

(@js/Project/Transit/Metrolink/MEMP/Corridor_A_Test_v1.mxd)
Figure A.2

Metrolink Bike/Ped Access Project: Montclair Station

TOTAL:
3.3 mi. of sidewalk
3.6 mi. of bike lanes
Figure A.3

Metrolink Bike/Ped Access Project: Upland Station

- Crosswalk (ATP Cycle 4)
- High Visibility Crosswalk (ATP Cycle 4)
- High Visibility Crosswalk (ATP Cycle 1)
- Bike Parking (ATP Cycle 1)
- Shared Bike Lane Markings (ATP Cycle 1)
- Bike Lane Improvements - Class I (ATP Cycle 4)
- Automatic Crossing Gate (ATP Cycle 4)
- Pacific Electric Trail - Class I (Existing)

Funding Source:
- Active Transportation Program (ATP) Cycle 1
- Active Transportation Program (ATP) Cycle 4

Total: 0.5 mi. of bike lane improvements
Figure A.4

Metrolink Bike/Ped Access Project: Rancho Cucamonga Station

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>PROVIDE BIKE LANE ALONG MILLIKEN AVENUE BETWEEN 4TH STREET AND 6TH STREET</td>
</tr>
<tr>
<td>2</td>
<td>6TH STREET CYCLE TRACK (PROTECTED BIKE LANE CLASS IV)</td>
</tr>
</tbody>
</table>

**FUNDING SOURCE**
- Active Transportation Program (ATP) Cycle 1
- Active Transportation Program (ATP) Cycle 4

**TOTAL:**
3 mi. of bike lanes

City planned Class II bike path continues west to city limit.

Connected to a larger project proposed by the City.
Figure A.5
Figure A.6

Metrolink Bike/Ped Access Project: San Bernardino Station

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>1</td>
<td>PROVIDE MID-BLOCK CROSSWALK ON 3RD STREET WITH SIGNAGE</td>
</tr>
<tr>
<td>2</td>
<td>PROVIDE WAYFINDING SIGNAGE FOR LOCAL BUS STOP LOCATED ON 3RD STREET</td>
</tr>
<tr>
<td>3</td>
<td>PROVIDE HIGH VISIBILITY CROSSWALKS AT Gouvenia Avenue and 2nd Street</td>
</tr>
<tr>
<td>4</td>
<td>PROVIDE BIKE LANE FROM END OF THE MT. VERDON VACUUM PROJECT TO RAINA-ALESSANDRO ELEMENTARY SCHOOL AND SANTA FE DEPOT</td>
</tr>
<tr>
<td>5</td>
<td>MT. VERDON BRIDGE REPLACEMENT PROJECT WITH BIKE LANE (LOCALLY FUNDED PROJECT)</td>
</tr>
</tbody>
</table>

**FUNDING SOURCE**

- Active Transportation Program (ATP) Cycle 1
- Active Transportation Program (ATP) Cycle 4
- Local Funds

**TOTAL:**

2 mi. of bike lanes

- Crosswalk (ATP Cycle 1)
- High Visibility Crosswalk (ATP Cycle 1)
- Wayfinding Sign (ATP Cycle 1)
- Bike Lane - Class II (ATP Cycle 4)
- Bike Lane - Class II (Local Funds)
- Metrolink Station

Attachment: 20-1002388_Metrolink ATP Scope of Work (6031 : Metrolink ATP - Phase 2 - Request to...
Figure A.7

Metrolink Bike/Ped Access Project: Rialto Station

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>1</td>
<td>PROVIDE ENHANCED PED CROSSWALK'S ON RIALTO AVENUE</td>
</tr>
<tr>
<td>2</td>
<td>INSTALL SHORT AND LONG-TERM BIKE PARKING</td>
</tr>
<tr>
<td>3</td>
<td>PROVIDE WAYFINDING SIGNAGE AT RIALTO AVENUE AND PALM AVENUE</td>
</tr>
<tr>
<td>4</td>
<td>PROVIDE CLASS II BIKE LANE ON RIALTO AVENUE / ARROW BOULEVARD</td>
</tr>
<tr>
<td>5</td>
<td>PROVIDE CLASS II BIKE LANES ON CACTUS AVENUE</td>
</tr>
</tbody>
</table>

FUNDING SOURCE
Active Transportation Program (ATP) Cycle 1

TOTAL:
3 mi. of bike lanes
Minute Action

AGENDA ITEM: 5

Date: June 11, 2020

Subject:
FasTrak® License Agreement--Sole Source Agreement

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 the FasTrak® License Agreement No. 20-1002427 between the Foothill/Eastern Transportation Corridor Agency, a California Joint Powers Agency, the San Joaquin Hills Transportation Corridor Agency, a California Joint Powers Agency, and San Bernardino County Transportation Authority (SBCTA), which includes a license fee of $1.00 for the use of the FasTrak Marks for SBCTA’s toll facilities, and authorize the Executive Director or designee to execute the license agreement upon finalization by staff and approval as to form by General Counsel. This is a sole source agreement: FasTrak® is the only available trademark that provides statewide interoperability as required by California law.

B. Approve the waiver of the five-year maximum contract term limit for the FasTrak® License Agreement No. 20-1002427 as defined in Contracting and Procurement Policy No. 11000.

Background:
This is a new sole source contract.

In 1990, the California State Legislature passed Senate Bill 1523 (SB 1523) requiring the California Department of Transportation (Caltrans) to develop a statewide specification that all toll agencies are required to meet. FasTrak® is the trademark that indicates statewide Express Lane, toll road and toll bridge interoperability in California. Use of the FasTrak and FasTrakFlex wordmarks and symbols signifies to customers of these facilities that electronic toll collection technologies are available and enables them to pass through toll collection stations without stopping or slowing to pay with an established account with a California toll agency.

The FasTrak and FasTrakFlex trademarks and service marks (Marks) were developed by the Foothill/Eastern Transportation Corridor Agency, a California Joint Powers Agency (F/ETCA), and the San Joaquin Hills Transportation Corridor Agency, a California Joint Powers Agency (SJHTCA). The FasTrak® License Agreement No. 20-1002427 with F/ETCA and SJHTCA would enable San Bernardino County Transportation Authority (SBCTA) to use the FasTrak and FasTrakFlex Marks on signage, promotions, marketing literature, and agency needs, collectively referred to as the “License Services” in the Agreement. This agreement provides SBCTA the non-exclusive right to use the Marks, subject to the terms of the agreement, and the License Services identified in Exhibit B.

SBCTA will utilize the Marks as needed for the Interstate 10 (I-10) and Interstate 15 (I-15) Express Lanes License Services described above including signage, customer communications, and marketing. The cost of the agreement is a nominal $1 charge. The agreement is valid as long as SBCTA continues to operate tolled facilities unless terminated earlier in accordance with

Entity: San Bernardino County Transportation Authority
the agreement; therefore, staff is recommending a waiver of the five-year maximum contract term provided in Contracting and Procurement Policy No. 11000.

FasTrak® is the only trademark that indicates interoperable access within all California tolling systems as required by SB 1523. The use of the FasTrak and FasTrakFlex Marks promote consistency and enhanced public awareness regarding the use of electronic toll collection technology on the SBCTA I-10 and I-15 Express Lanes. Although there are other toll service trademarks outside California, none could provide the statewide interoperability required by California law. Thus, FasTrak is a true sole source.

**Financial Impact:**
This item is consistent with the Fiscal Year 2019/2020 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0823 I-10 Corridor Contract 1.

**Reviewed By:**
This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and a draft of the agreement.

**Responsible Staff:**
Philip Chu, Toll Operations Administrator

Approved
Board of Directors Metro Valley Study Session
Date: June 11, 2020
Witnessed By:

San Bernardino County Transportation Authority
FasTrak license agreement, the cost is a nominal $1 for the use of the FasTrak Marks.
FASTRAK® LICENSE AGREEMENT

THIS FASTRAK LICENSE AGREEMENT ("Agreement") is entered into as of this ___ day of __________, 2020 by and between the Foothill/Eastern Transportation Corridor Agency, a California Joint Powers Agency ("F/ETCA"), the San Joaquin Hills Transportation Corridor Agency, a California Joint Powers Agency ("SJHTCA") (the F/ETCA and SJHTCA are hereinafter collectively referred to as “Licensor”), and San Bernardino County Transportation Authority (SBCTA) (“Licensee”).

RECEITALS

A. Pursuant to California Government Code Section 66484.3, F/ETCA has built the Foothill Transportation Corridor (State Route 241) and the Eastern Transportation Corridor (State Routes 133, 241, and 261) and operates certain toll collection facilities and services thereon. The SJHTCA has built and operates the San Joaquin Hills Transportation Corridor (State Route 73) and operates certain toll collection facilities and services thereon. The Foothill, Eastern and San Joaquin Hills Transportation Corridors are collectively hereinafter referred to as the “Corridors.”

B. In connection with marketing and operation of the Corridors, Licensor has developed certain identifying trademarks and service marks (collectively, the “Marks”) under the FASTRAK umbrella, which Marks signify to customers of the Corridors that electronic toll collection technologies are available allowing them to pass through toll collection stations without stopping or slowing to pay including, without limitation, payment of tolls on California’s tolled bridges, lanes and roads, and for free or discounted travel in High Occupancy Vehicle (“HOV”) “Express Lanes” as determined by the Express Lanes owner. Specifically, Licensor owns the following trademark registrations:

EXHIBIT A

<table>
<thead>
<tr>
<th>Mark</th>
<th>Jurisdiction</th>
<th>Serial/Registration Number</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>FASTRAK</td>
<td>USA</td>
<td>Reg. No. 2712296</td>
<td>FasTrak is the wordmark used to indicate electronic toll collection with a FasTrak transponder is an accepted payment method.</td>
</tr>
<tr>
<td>[&quot;FT Design&quot;]</td>
<td>USA</td>
<td>Reg. No. 1989936</td>
<td>FT in a triangle symbol used in connection with the FasTrak or FasTrak wordmark to indicate electronic toll collection with a FasTrak transponder is an accepted payment method.</td>
</tr>
<tr>
<td>FASTRAK FLEX</td>
<td>USA</td>
<td>Reg. No. 4905968</td>
<td>FasTrak Flex is the wordmark used to indicate when a switchable transponder is required for toll discounts.</td>
</tr>
</tbody>
</table>
C. The Marks have been developed and are maintained by Licensor at its expense and Licensor has built substantial customer goodwill around the Marks.

D. Licensee operates or will build and operate tolled facilities in the State of California ("Tolled Facilities").

E. In order to reduce congestion and air pollution, and to promote the implementation of the most efficient intelligent transportation systems on highways and bridges in California, California Streets and Highways Code Section 27565 declares that it is the policy of the State of California to promote interoperability of electronic toll collection services and technologies on all highway and bridge toll projects within the State. Part of achieving that interoperability is building the traveling public’s awareness of the availability of electronic methods of toll collection on such toll facilities.

F. The parties mutually desire to promote the policies of the State of California and to enhance public awareness of electronic toll collection technologies and services on their respective projects, and have determined that consistency in the use of certain identifying symbols on devices, in documentation, communication materials and on signage promotes that policy. Therefore, Licensor desires to license the Marks to Licensee for its use solely in connection with the Tolled Facilities, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Grant of License.

1.1 Grant. Licensor hereby grants to Licensee the non-exclusive right to use the Marks, in connection with the following generally described electronic toll collection services and electronic toll collection equipment associated with the Tolled Facilities: (i) electronic transponders and other non-cash toll payment equipment used for the purpose of toll or user fee collection (the “Technology”); (ii) communication materials and on-road signage; and (iii) billing statements and other materials associated with revenue management for the Tolled Facilities, including with respect to charges incurred by Licensees account holders on other interoperable toll facilities (the “Documentation”). The Technology and the Documentation are sometimes hereinafter collectively referred to as the “License Services.” All specific License Services in connection with which Licensee proposes to use the Marks shall first be approved in writing by Licensor. Subject to the terms of this Agreement, the License Services identified on Exhibit “B” attached hereto and by this reference incorporated herein are deemed approved by Licensor.

1.2 Additional License Services. In the event that Licensee proposes to use the License for a use other than an approved use set forth in Exhibit “B,” Licensee shall notify Licensor in writing of Licensee’s intent to use the Marks in such manner in accordance with the notice procedures set forth in Section 10 of this Agreement. Licensor shall thereupon have ten (10) business days from the date of its receipt of such notice to approve or
disapprove of such additional use of the Marks, or in the event that approval of the Licensor’s Board of Directors’ is required by the Joint Powers Agreements among the member agencies of Licensor and/or the Administrative Rules governing Licensor, such amount of time as is reasonably necessary to agendize such matter for the Boards of Directors’ review (but in no event more than 45 days without the consent of Licensee, which consent shall not be unreasonably withheld or delayed). Licensor shall notify Licensee in writing of its determination. Licensor shall not withhold approval solely based upon the parties’ inability to reach agreement on the amount of the fee for such use. In the event the parties fail to agree on the amount of the fee for an additional approved use, such disagreement shall be handled in accordance with the dispute resolution procedures provided in Section 12 hereof. In the event Licensor disapproves of Licensee’s proposed additional use, Licensor’s notice to Licensee shall set forth its reason for such disapproval, provided however, that Licensor shall have sole discretion with regard to such reason. Licensor’s silence as to its determination shall be deemed to be an approval.

1.3 Term. This Agreement shall be for the period commencing as of the date hereof and shall continue for the entire term of Licensee’s authorization to operate the Tolloled Facilities unless earlier terminated in accordance with this Agreement.

2. License Fee. In consideration of Licensor’s grant to Licensee of the right to use the Marks set forth in Exhibit “A” for the License Services set forth in Exhibit “B” hereto, Licensee shall, concurrently with execution of this Agreement, pay to Licensor the sum of $1.00. The license fee, if any, to be paid for additional License Services that are added to those set forth in Exhibit “B” subsequent to the date hereof shall be negotiated by the parties on a case-by-case basis. It is the parties’ general intent that new License Services that become necessary to support the functional operation of the Tolloled Facilities, and that are generally in the nature of those contemplated in Exhibit “B,” shall not carry an additional license fee. However, additional revenue generating uses of the Marks by Licensee shall not be undertaken without the payment to Licensor of a royalty fee for such additional revenue generating uses of the Marks, to be mutually agreed upon by the parties as a condition precedent to Licensor’s approval of such additional use. For purposes of this Agreement, “additional revenue generating uses of the Marks” shall refer to uses of the Marks from which Licensor earns revenues from a source other than the Tolloled Facilities’ user fees. For example, it is anticipated that there may be future arrangements between Licensee and operators of commercial ventures such as parking lots, gas stations, restaurants, cellular phone services, highway advisory radio and the like whereby Licensee is paid a fee for joint promotion in connection with FASTRAK or FASTRAK flex, which may involve the ability of Licensee’s customers to use their FASTRAK or FASTRAK flex Technology to pay for such goods and services. Such cases would constitute “additional revenue generating uses” of the Marks. In the event that Licensee’s right to use the Marks have been suspended or revoked pursuant to the terms of Section 7 of this Agreement, then Licensee shall pay to Licensor Liquidated Damages for any continued use by it of the Marks in accordance with the provisions of Section 7.2(iii) hereof.

3. Appearance of Marks and Control Over Changes.

3.1 Appearance and Use. Licensee’s use of the Marks shall be in strict conformance with this Agreement. Licensee shall not change or alter the Marks and shall only use the Marks as depicted in Exhibit “A” and Exhibit “D” in connection with the License Services.

In using the Marks or any representation of the Marks, Licensee shall, at all times, ensure that the Marks are of the same quality, color and nature as set forth in Exhibit
“A” attached hereto. Except as otherwise first approved in writing by Licensor, each use of the Marks by Licensee shall conform to the quality, specification control and specification numbers regarding color, and size consistent with those used by Licensor from time to time, subject, however, to the terms and conditions of Section 3.2 below. The specifications used by Licensor as of the date of this Agreement are set forth in Exhibit “A”. In every instance when the Marks are used, to the extent required by law to protect Licensor’s interest in the Marks, Licensee shall cause to appear on or within each License Service for which the Marks are used, by means of a tag, label, imprint, or other appropriate device, the notice “®.”

3.2 Changes to Marks by Licensee. The parties acknowledge and agree that there may be certain circumstances in which the License Service for which Licensee intends to use the Marks may not permit the Marks to be precisely duplicated by certain technologies, or Licensee may wish to locate the word “FasTrak” to the right of the triangular logo, as shown in “Exhibit “D” attached hereto. In such circumstances, (i) Licensee shall be permitted to use the altered Mark as shown in Exhibit “D”, and (ii) Licensee may be permitted to alter the Marks to the limited extent necessary due to limitations of the technology used to display or reproduce the Marks. A preliminary list of approved variations is set forth in Exhibit “C”, attached hereto and by this reference incorporated herein. In the event that Licensee proposes to modify the Marks other than as provided in Exhibit “C” or Exhibit “D”, Licensee shall submit its proposed modification to Licensor, together with supporting materials, including without limitation examples or samples and explanations of the need for such modification. Licensor shall thereupon have ten (10) business days from the date of its receipt of such notice, or in the event that the Licensor’s Chief Executive Officer determines that it is appropriate to obtain Licensor’s Board of Directors’ approval of the modifications, such amount of time as is reasonably necessary to agendize such matter for the Board of Directors’ review (but in no event more than 45 days without the consent of Licensee, to approve or disapprove of such modification of the Marks. Licensor shall notify the Licensee in writing of its determination. In making its reasonable determination regarding the proposed modification, Licensor shall take into account the cost of precise duplication of the Marks. In the event Licensor disapproves of Licensee’s proposed modification, Licensor’s notice to Licensee shall set forth its reason for disapproval. Licensor’s silence as to its determination shall be deemed to be an approval. In the event of Licensee’s unapproved distribution of any materials bearing changes to the Marks after disapproval of such proposed use by Licensor, Licensor shall have the right to immediately revoke Licensee’s right with respect to such use (i.e., Licensee must cease such use at once and shall not be entitled to the benefit of any cure period), without prejudice to any other rights Licensor may have. After samples of the proposed modified use have been approved pursuant to this Section, Licensee shall not depart herefrom in any significant respect without prior written consent of Licensor. In the event the quality, appearance or style of any use of the Marks by Licensee commences to reflect unfavorably upon the professional or business reputation of Licensor, Licensor shall have the right, on the exercise of its sole discretion, to withdraw its approval of such use of the Marks. Thereupon, subject to the terms of Section 7 hereof, including the notice and cure periods set forth in Section 7.1, Licensor shall cease the use of the mark in such fashion immediately upon notice from Licensor. If there are other uses of the Marks by Licensee not covered or affected by the preceding two sentences, this Agreement shall remain in full force and effect as to those other uses.

3.3 Changes to Marks by Licensor. The parties acknowledge and agree that from time to time Licensor may reasonably modify the standards for quality, color and nature of the Marks due to changes in technologies for reproduction of the Marks, or safety concerns, provided that the cost of such modifications is nominal and such modifications do not change the overall appearance and character of the Marks. In the event of any such proposed
modification, Licensor shall give at least 45 days prior written notice to Licensee of the intended modification. Licensee shall modify its use of the Marks to conform to such revised standards of Licensor within 90 days of Licensor’s implementation of the modifications or, so long as Licensee has commenced the implementation of such modifications within such 90-day period and diligently prosecutes the same to completion therewith, such longer period as is reasonably necessary, but not less than the same period as provided in Section 7.1.

4. Design, Maintenance and Appearance of the Toll Services, the Tolled Facilities and the Technology. Licensee and Licensor acknowledge and agree that maintaining the quality of electronic toll collection services, Tolled Facilities, the Corridors and the Technology is an important part of the value of the Marks. Licensee and Licensor also acknowledge and agree that provision of prompt, courteous and efficient service to the public in all matters relating to the License Services, the delivery of the License Services competently and in a workmanlike manner, and conduct of all business dealings with members of the public relating to the License Services in accordance with the highest standards of honesty, integrity, fair dealing and ethical conduct, is an important element of the value of the Marks. Licensee agrees that it shall do nothing in its use of the Marks which would tend to discredit, dishonor, reflect adversely upon or in any manner injure the reputation of F/ETCA, SJHTCA or either of them, the Marks or any other licensee of the Marks.

5. Liability. Licensor shall not be responsible for any claim, loss, liability or damage arising out of or relating to operation of Tolled Facilities and/or its use of the Technology, arising out of the acts or omissions of Licensee or any of its agents, representatives, employees, servants, customers or contractors in connection with the License Services, or for any claims for damage to property or injury or death of any persons directly or indirectly resulting therefrom or from any other act or omission of Licensee or its agents, representatives, employees, servants, customers or contractors.

6. Indemnity. Licensee shall protect, indemnify, defend and hold harmless Licensor, as well as the members, officers, directors, agents, representatives and/or employees of the F/ETCA and SJHTCA, free and harmless of, from and against any and all claims, demands, losses, liabilities, damages, costs and expenses, including reasonable attorneys’ fees incurred or suffered by either F/ETCA and/or SJHTCA or their members, officers, directors, agents, representatives or employees, to the extent arising or directly resulting from a breach of or a default by Licensee under this Agreement. However, except for a breach by Licensee of Section 3.2 above, Licensee shall have no indemnification obligation with respect to any lost profits or indirect, consequential or incidental damages arising out of such breach or default.

7. Termination/Remedies.

7.1 Early Termination. Without prejudice to any other rights it may have pursuant to this Agreement, Licensor shall have the right to terminate this Agreement at any time if Licensee shall fail to perform or shall be in breach of any term or condition of this Agreement in any material respect and, except as specified herein (see, for example, Section 3.2 above), if such breach shall continue for a period of 60 days after Licensee’s receipt of written notice of such breach from Licensor. In the event that Licensee receives notice that Licensor has terminated Licensee’s rights hereunder, Licensee shall immediately discontinue its use of the Marks as follows:

   (i) Licensee shall purchase no further Technology, collateral materials or other items bearing the Marks and Licensee shall immediately discontinue
use of any printed materials bearing the Marks immediately upon receipt of notice of breach or default.

(ii) As customers return their Technology during the normal course of business, such Technology shall not be reissued until the Marks have been removed or covered by a label. As to Technology in Licensee’s inventory for initial issuance, the Marks shall be covered by a label prior to the issuance of any such equipment.

(iii) With respect to signage and other large-scale infrastructure on which the Marks are used, Licensee shall have a one-year period (inclusive of the 60 days cure period provided in Subparagraph 7.1, above) in which to remove or replace the Marks on those uses.

7.2 Remedies. The sole and exclusive remedies of the Licensor for breaches or defaults under this Agreement shall be as follows:

(i) Licensor’s right to indemnification as set forth in Section 6 above.

(ii) Licensor’s right to terminate the License, as set forth in Section 3.2 and Section 7.1 above.

(iii) Upon termination of the License, payment by Licensee of Liquidated Damages of $2,000 per day so long as Licensee continues to use the Marks following its receipt of notification that it has breached this License Agreement and lapse of the relevant cure period, if any. Licensee acknowledges and agrees that because of the unique nature of this Agreement and the Marks, it is impracticable and extremely difficult to ascertain and determine the actual loss Licensor would sustain as a result of Licensee’s failure to terminate its use of the Marks in the event of a breach of this Agreement. Licensee agrees to pay the foregoing sums as Liquidated Damages as reasonable compensation for such losses.

(iv) Such equitable relief as is determined appropriate by a court of proper jurisdiction. Licensee agrees that the Marks possess a special, unique and extraordinary character that makes difficult the assessment of monetary damages which would be sustained by unauthorized use of the Marks. Licensee recognizes that irreparable injury would be caused by unauthorized use of the Marks and agrees that an injunction or other equitable relief would be appropriate in the event of its breach of this Agreement without the necessity of proving special damages or posting a bond; provided, however, that such remedies shall not be exclusive of other remedies available to Licensor hereunder.

8. Assignment and Sublicense. Licensee shall have the right to assign its rights under this Agreement (i) as collateral security to its lenders for the Tolled Facilities and (ii) to affiliates of Licensee, but solely for their use in connection with the Tolled Facilities and the list of approved License Services authorized in or pursuant to Section 1 hereof and for no other purpose. This Agreement expressly excludes any right to sublicense the Marks.

9. Defense of Marks. Licensor shall diligently defend its rights under the state and federal trademark and service mark registrations as and to the extent Licensor deems
necessary and appropriate. However, Licensor makes no guarantees, representations or warranties with regard to its ability to protect such rights, and Licensee shall use the Marks at its sole risk and expense, and Licensor shall have no liability whatsoever to Licensee for any inability or failure of Licensor to maintain registration of the Marks. Under no circumstances shall Licensor be obligated to defend Licensee’s use of the Marks against any challenge to its right to use the Marks.

10. **Notices and Communications.** Notices under this Agreement shall be in writing and (a) delivered personally, or (b) sent by Certified Mail, return receipt requested, or (c) sent by recognized overnight mail or courier services, with delivery receipt requested, or (d) sent by email communications followed by a mailed copy, at the following addresses (or to such other addresses as may from time to time be specified in writing by such parties):

Licensor:
Transportation Corridor Agencies
P.O. Box 53770
Irvine, CA 92619-3700
Attention: Chief Toll Operations Officer
Telephone: (949) 754-3400
Email: sjohnson@thetollroads.com

With a copy to:
Nossaman LLP
18101 Von Karman Avenue
Irvine, CA 92612-1981
Attention: George Joseph, Esq.
Email: gjoseph@nossaman.com

Licensee:
San Bernardino County Transportation Authority
Attention: Paula Beauchamp
Director of Project Delivery and Toll Operations
Telephone: 909-884-8276
Email: pbeauchamp@gosbcta.com

11. **No Joint Venture.** Nothing herein contained shall be construed to place the parties in a relationship of partners or joint venturers and Licensee shall have no power to obligate Licensor to a third party in any manner whatsoever.

12. **Dispute Resolution and Arbitration of Certain Matters.** With regard to disputes arising hereunder, including but not limited to disputes regarding the existence or cure of breaches of this Agreement, disapproval of any License Service or modification of the Marks, not more than five business days following a party’s delivery of written notice of a dispute to the other party, the parties shall schedule a meeting between Licensor’s Chief Toll Operations Officer and Licensee’s Chief Toll Operations Officer (or equivalent) to consider the dispute, which meeting shall take place within 15 business days of the date of notice of dispute. In the event that Licensor’s Chief Toll Operations Officer and Licensee’s Chief Toll Operations Officer (or equivalent) are unable to resolve the matter, then such dispute shall be submitted to the Chief Executive Officers of the parties within ten (10) business days thereafter. If the Chief Executive Officers are unable to resolve the dispute, it shall be submitted to non-binding
arbitration in accordance with the rules of the American Arbitration Association. Decisions by such arbitrator upholding any disapproval of any License Service or modification of the Marks shall be enforced during the pendency of any court proceeding to contest the arbitrator's decision.

13. **Severability.** In the event any provision of this Agreement is found to be void or unenforceable, the remaining provisions shall continue in full force and effect, and the void or unenforceable provision shall be deemed by the parties as replaced in such form and substance as shall be legally valid and shall accomplish as near as possible the purpose and intent of the invalid provision.

14. **Waiver.** None of the provisions of this Agreement can be waived or modified except expressly in writing signed by both parties. Furthermore, no failure on the part of the Licensor to exercise any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise thereof or the exercise of any other rights.

15. **Entire Agreement.** There are no representations, agreements, promises, warranties, covenants or undertakings other than those contained herein. This Agreement, together with any exhibits or attachments hereto, constitutes the entire agreement and understanding between the parties hereto and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof between Licensor and Licensee.

16. **Attorneys' Fees.** In the event of any arbitration, legal proceeding or any action, the prevailing party of the parties hereto shall be entitled to have and recover from the losing party or parties the prevailing party’s reasonable attorneys’ fees and costs incurred in connection therewith.

[Signatures on following page]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

LICENSEE:
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: 
Name: Raymond Wolfe  
Title: Executive Director

LICENSOR:
FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY, a California Joint Powers Agency

By: 
Name: Samuel Johnson  
Title: Chief Toll Operations Officer

SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR AGENCY, a California Joint Powers Agency

By: 
Name: Samuel Johnson  
Title: Chief Toll Operations Officer
EXHIBIT “B”

LIST OF POTENTIAL MARK USES BY TOLLED FACILITIES

- Transponders and other non-cash toll processing equipment, packaging and information materials, marketing, advertising and public relations materials, multi-media presentation materials, corporate office and customer service displays, artwork, point of purchase displays, furnishings
- Promotional items, awards, gifts, “giveaways” and other premiums which are not sold for profit and do not generate non-toll related revenues
- Stationery and office supplies (letterhead, envelopes, notepads, business cards, etc.)
- Vehicles, rolling stock, mechanical and electronic equipment
- Tolled Facilities including offices, customer service center, toll plaza and adjunct facilities related to the Tolled Facilities
- Employee uniforms, badges and other identification, including without limitation protective gear, such as hard hats, raincoats and the like
- Permanent and temporary on- and off-road signage (See CA MUTCD for guidance.)
- Trade show booths and displays which demonstrate the Tolled Facilities or Technology as a part of the display
- Articles written for newspapers, professional journals, magazines, blogs, newsletters, social media and other media
- News, film, video, social media and other media coverage of the Tolled Facilities
- Forms and customer account materials (including citations, notices of violation and other non-customer violation enforcement materials)
- Joint promotions, advertising, and marketing presentations with Caltrans and other public and private entities with whom Licensee does business that will not, in the Licensor’s reasonable discretion, tend to discredit or bring disfavor upon the Licensor
- All of the above uses in conjunction with operations, promotions, etc. of Licensee as they relate to demonstrating the Tolled Facilities and Technology
- Tie ins with other automotive-related and communication functions (e.g., parking, gas stations, cellular phones, car washes, drive-thru restaurants, vehicle location and tracking services, carpooling programs, taxis, airport shuttles, etc.) which do not generate non-toll related revenues
EXHIBIT “C”

USES OF THE MARKS WHERE TECHNOLOGY AND/OR PRODUCTION METHODOLOGY MAY PRECLUDE EXACT DUPLICATION

• Electronic signage including variable message signs and signage painted directly onto the roadway, median barrier or other non-conventional surface

• On-road signage when orientation and size of sign is constrained

• Small promotional, giveaway or other items (pens, pencils, keychains, etc.) where size of the replication does not allow for clear delineation of the Marks, provided that such items are not sold for profit and/or do not generate non-toll related revenues

• Reproduction methods which preclude use of specified colors (i.e., black and white, printers and plotters, photographic color reproduction methods, computer displays, skywriting, shrubbery, etc.)

• Single color reproduction of the Marks, provided that such reproduction is limited to printed materials where the printed material is of one single color, the Marks are in that same color and the appearance of the Marks are incidental to the body of information being conveyed and does not occupy more than five percent of the printed material. However, in no event shall the reproduction of the Marks pursuant to this particular use provision exceed 3/8” x 1/2”
Minute Action

AGENDA ITEM: 6

Date: June 11, 2020

Subject:
Amendments to City Agreement and Contracts with Designer and Construction Management Firms for the Archibald Avenue Improvement at State Route 60

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

A. Approve Amendment 4 to Cooperative Agreement No. R14138 (15-1001150) with the City of Ontario (City) for the Archibald Avenue at State Route 60 Project (Project), increasing the City’s contribution in the amount of $610,000, for a total contribution of $16,953,673, for a total project cost of $23,910,000.

B. Approve Amendment 1 to Contract 18-1001876 with Southstar Engineering and Consulting Inc. for Project Construction Management Services in the amount of $218,000, for a new total of $2,110,217, and extend the contract through December 30, 2023. As the recommended termination date extends Contract No. 18-1001876 beyond the five-year maximum term defined in Contracting and Procurement Policy No. 11000, waive the five-year maximum contract term.

C. Approve Amendment 2 to Contract No. C14169 (16-1001328) with Michael Baker International, Inc. for additional design support during the Project construction phase in the amount of $91,366, for a new total of $2,199,500, and extend the contract through June 30, 2024. As the recommended termination date extends Contract No. 16-1001328 beyond the five-year maximum term defined in Contracting and Procurement Policy No. 11000, waive the five-year maximum contract term.

Background:
The Archibald at State Route 60 (SR 60) Project (Project) is the ninth highest priority project in the Measure I 2010-2040 Freeway Interchange Program. Archibald Avenue is a north-south arterial in the City of Ontario (City) and forms a tight diamond interchange with SR 60. This location has been experiencing high levels of traffic congestion resulting in substantial delays. The Project is widening the existing eastbound and westbound on- and off-ramps and widening Archibald Avenue through the undercrossing to accommodate vehicular and pedestrian traffic.

On June 4, 2014, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Memorandum of Understanding (MOU) No. C14137 with the City stating the desire to proceed with the development of the Project and the terms and conditions of cooperation between SBCTA and the City. On September 3, 2014, the Board approved Cooperative Agreement No. 15-1001150 with the City delineating roles, responsibilities, and funding for the Project.

On April 9, 2015, the Board awarded Contract No. 16-1001328 to Michael Baker International, Inc. (Michael Baker) for preparation of the Project Initiation Documents (PID), Project Report

Entity: San Bernardino County Transportation Authority
and Environmental Document (PA/ED), the Plans, Specifications and Estimates (PS&E), and support services for both the Right-of-Way (ROW) and construction phases.

On September 6, 2017, the Board approved Amendment No. 1 to Cooperative Agreement No. 15-1001150 to allow the Board to hear and adopt the Resolutions of Necessity (RON) for the Project. On September 5, 2018, the Board approved Contract No. 18-1001876 with Southstar Engineering and Consulting, Inc. (Southstar) for Construction Management (CM) Services. On November 7, 2018, the Board held RON hearings and adopted six (6) RONs for the Project.

On February 6, 2019, the Board approved Amendment No. 2 to Cooperative Agreement No. 15-1001150 to include Trade Corridors Improvement Funds (TCIF) for construction, update construction costs, eliminate an agreement termination date, and include additional funds of the estimated costs for the City’s request to include replacement of Hot Mix Asphalt (HMA) with Portland Cement Concrete (PCC) on Archibald Avenue.

On June 5, 2019, the Board approved the PS&E package for the Project and authorized the Director of Project Delivery to release the Invitation for Bids (IFB). The engineer’s construction cost estimate for Contract Bid Items Base Bid A plus the Alternative Bid B was $13,000,000.

On September 12, 2019, SBCTA opened five bids for the Project. Per the City’s request, the low responsive and responsible bid was based on the total project cost that included the optional task of replacing existing HMA with PCC on Archibald Avenue through the interchange. The low bid was Granite Construction with an estimate of $13,822,831, with $2,062,025 estimated for the optional PCC work. Amendment No. 2 to Cooperative Agreement No. 15-1001150 included an estimate of $1,750,000 for the pavement replacement. This was a planning level cost that was estimated prior to final design and development of an associated Engineer’s Estimate. In July 2019, the Engineer’s Estimate for the pavement replacement was $2,315,996, plus an additional $49,000 in supplemental costs. While the bid for pavement replacement was under the Engineer’s Estimate, it is greater than the estimate that was incorporated into Amendment No. 2.

On December 4, 2019, the Board awarded Construction Contract No. 19-1002181 to Granite Construction Company (Granite) in the amount of $13,822,831, as well as $2,122,333 in contingency for a total of $15,945,164. The estimated project duration was extended to 13 months due to the city request to add the PCC work, followed by 1 year of Plant Establishment. At the same time, the Board also approved Amendment No. 3 to Cooperative Agreement No. 15-1001150 with the City, increasing the City’s contribution to account for replacement of the existing asphalt with PCC to cover the Granite Construction bid. At that time, the construction team was finalizing negotiation with Southstar for the additional costs of CM work for adding the PCC work to the Project. Since the Construction contract needed to be awarded by the end of 2019 to secure the TCIF funds, the Cooperative Agreement was amended without this additional cost. This additional CM work is estimated to be $188,000.

After award, the City requested the scope of work be further increased to include service laterals for upcoming property development. Incorporation of this work into the Project was desirable to minimize the public impact of construction and reduce damages to project improvements if this work was not done concurrently with the Project. It is estimated this added work will result in an increase to the construction management, construction, design and project management costs but

San Bernardino County Transportation Authority
can be completed within the estimated 13-month project duration. The following are the estimated costs to add the service laterals:

- Design service laterals – Michael Baker $71,143
- Construction Management – Southstar $30,000
- Construction – Granite $290,857
- Project Management (Oversight) – SBCTA $30,000
- Total $422,000

All costs associated with the service laterals will be funded 100% by the City.

As the construction has been initiated, there have been several Requests for Information (RFI) for the design team to consider possible changes to the construction staging. Staging revisions require additional coordination with local businesses therefore an additional $14,910 is necessary to ensure sufficient budget exists for design support through project construction. In addition, Michael Baker has estimated that $5,313 would be needed if they have to serve as an expert witness for ROW legal cases. The total additional work without the City Betterments has been estimated by Michael Baker to be $20,223. The total amendment to the Michael Baker contract including the City Betterments to design the service laterals is $91,366, with a new contract not-to-exceed amount of $2,199,500.

Construction of the Project started on March 16, 2020. The start date of the construction of the Project was postponed from January 28, 2020 to allow adequate time for fabrication and delivery of traffic signal poles and finalizing relocation of Southern California Edison facilities, thus avoiding any potential contractor delays. Since, the award of the construction contract was postponed to include the additional PCC funds needed for Granite and the start of construction activities was delayed as well, the completion date of the Project has changed; therefore, the expiration dates for project agreements must be extended.

Per Contracting and Procurement Policy No. 11000, the maximum term for procurement contracts shall be five years unless otherwise authorized by the Board. Per Policy No. 11000, Contract No. 18-1001876 with Southstar and Contract No. 16-1001328 with Michael Baker will extend beyond the five-year maximum with the recommended extensions. Board authorization is sought to waive the five-year maximum contract term provision to ensure continuity with the Project team to successfully complete and close-out the Project.

The CM (Southstar) contract requires extension beyond Construction completion to efficiently close the construction contract and all related project claims. The design team (Michael Baker) must ensure all elements of the Project design are incorporated appropriately into the as-built plan set, may be required to provide expert witness testimony for ROW legal proceedings, they must update all ROW engineering documents prior to ROW close-out which extends beyond construction. Southstar and Michael Baker have performed more than adequately under the existing performance period ensuring confidence that the extended terms and additional scope of work elements will be completed effectively and efficiently.

The City of Ontario staff is recommending approval of Amendment No. 4 to Cooperative Agreement No. 15-1001150 at their June 16, 2020 City Council meeting. San Bernardino County Transportation Authority
The following is a summary of the amendments required to incorporate City requests to add additional work to the Project:

Amendment 4 to Cooperative Agreement No. 15-1001150 with the City to increase the City’s contribution in the amount of $610,000 to cover the estimated increase for betterments requested by the City, for a total City Contribution of $16,953,673 and Total Project Cost of $23,910,000. SBCTA’s Project contribution does not change.

Amendment No. 1 to Contract No. 18-1001876 with Southstar for CM Services in the amount of $218,000, for a new total of $2,110,217. The contract will be extended through December 30, 2023 to cover additional time needed for the PCC work, provide support for any potential claims, and the construction phase close-out. As the recommended termination date extends Contract No. 18-1001876 beyond the five-year maximum term outlined in Contracting and Procurement Policy No. 11000, the five-year maximum contract term needs to be waived.

Amendment No. 2 to Contract No. 16-1001328 with Michael Baker for additional design support in the amount of $91,366, for a new total of $2,199,500. The agreement will be extended through December 30, 2024 to allow sufficient time for final ROW Engineering, completion of as-builts and Design and ROW close-out activities. As the recommended termination date extends Contract No. 16-1001328 beyond the five-year maximum term outlined in Contracting and Procurement Policy No. 11000, the five-year maximum contract term needs to be waived.

Financial Impact:
This item is consistent with the Fiscal Year 2019/2020 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0894 SR 60 Archibald Avenue Interchange.

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

Responsible Staff:
Timothy Byrne, Project Delivery Manager
### Contract Summary Sheet

#### General Contract Information
- **Contract No:** 15-1001150
- **Amendment No.:** 4
- **Contract Class:** Receivable
- **Department:** Project Delivery
- **Customer ID:** ONTA CI
- **Customer Name:** City of Ontario
- **Description:** Co-Op Agreement for All Phases of Archibald Improvements
- **List Any Accounts Payable Related Contract Nos.:** 16-1001328, 18-1001876, 19-1002181

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#### Total Dollar Authority (Contract Value and Contingency)

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<tr>
<td>$ 16,953,673.00</td>
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#### Contract Authorization
- **Board of Directors Date:** July 1, 2020
- **Committee:**
- **Item #**

#### Contract Management (Internal Purposes Only)
- **Local Funding Agreement**

#### Accounts Receivable
- **Total Contract Funding:** $16,953,673.00
- **Funding Agreement No:** 15-1001150

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<th>Fund</th>
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<th>Task</th>
<th>Sub-Task</th>
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<td>GL:</td>
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</table>

### Project Manager (Print Name)
- Andrea Nieto

### Task Manager (Print Name)
- Paula Beauchamp

**Additional Notes:** Per Amendment 2, agreement expires upon completion of close-out.
AMENDMENT NO. 4 TO COOPERATIVE AGREEMENT R14138 (15-1001150)

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW), AND CONSTRUCTION PHASES FOR THE SR-60/ARCHIBALD AVENUE INTERCHANGE IMPROVEMENT PROJECT

This AMENDMENT No. 4 (AMENDMENT) to Agreement 15-1001150 is made by and between the San Bernardino County Transportation Authority (AUTHORITY) and the City of Ontario (CITY). AUTHORITY and CITY are each a "Party" and collectively the "Parties" herein.

RECITALS

A. The Parties entered into Agreement 15-1001150 (AGREEMENT) on September 17, 2014, to delineate roles, responsibilities, and funding commitment relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities for the SR-60/Archibald Avenue Interchange Improvement Project (PROJECT); and

B. AUTHORITY and CITY entered into Amendment No 1, on September 20, 2017, to authorize AUTHORITY to acquire any necessary ROW for the PROJECT by eminent domain in AUTHORITY' s name in accordance with California Code of Civil Procedure, Section 1245.235, and to set out the PARTIES' agreement that AUTHORITY will, upon completion of the PROJECT, convey by quit claim deed to CITY all PROJECT acquired ROW located within CITY' s Facilities, and the CITY will accept such ROW within thirty(30) days following AUTHORITY's request to accept such acquired ROW and at no expense to AUTHORITY; and

C. AUTHORITY and CITY entered into Amendment No 2, on March 14, 2019, to amend the termination clause, increase the Project' s estimated total cost and the CITY and AUTHORITY contribution, and requires the CITY to provide permits, inspections, reviews, acceptance of transfer of title of properties and oversight at no cost to the PROJECT; and

D. AUTHORITY and CITY entered into Amendment No 3, on December 5, 2019, to amend the PROJECT cost to $23,300,000 which included $2,317,228 for City Betterments, and to adjust the Parties' respective funding responsibilities based on the revised Project costs; and
E. AUTHORITY and CITY desire to further amend the AGREEMENT to increase the PROJECT Cost to reflect a revised estimated cost of $23,910,000 to include additional City Betterments and to adjust the Parties' respective funding responsibilities based on the revised Project costs.

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

1. The estimated cost of the PROJECT is revised from $23,300,000 to $23,910,000 which includes $545,190 for the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases of the Project,

2. Article IV CITY RESPONSIBILITIES, subarticle A is amended to read as follows:
   A. To reimburse AUTHORITY for the actual costs incurred, estimated at $13,511,255 towards the Planning, Environmental, P&SE, ROW, and Construction phases of the PROJECT cost; $2,897,228 estimated for the City Betterments which include the Portland Cement Concrete option and Service Laterals; and $545,190 for AUTHORITY management as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed $16,953,673 without an amendment to this AGREEMENT.

3. Attachment A to the AGREEMENT is revised and replaced in its entirety with Attachment A to this AMENDMENT 4, attached and incorporated by reference.

4. Except as amended by this AMENDMENT 4, all other provisions of the AGREEMENT and amendments thereto shall remain in full force and effect and are incorporated herein by this reference.

5. This AMENDMENT 4 is deemed to be included and made part of the AGREEMENT.

6. The Recitals set forth above are incorporated herein by this reference.

7. This AMENDMENT 4 is effective upon execution by SBCTA.

--------------------------SIGNATURES ON FOLLOWING PAGE--------------------------
SIGNATURE PAGE TO

AMENDMENT NO. 4 TO COOPERATIVE AGREEMENT R14138 (15-1001150)

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and CITY OF ONTARIO

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: __________________________
   Darcy McNaboe
   President, Board of Directors

Date: _________________________

CITY OF ONTARIO

By: __________________________
   Scott Ochoa
   City Manager

Date: _________________________

APPROVED AS TO FORM

By: __________________________
   Juanda Daniel
   Assistant General Counsel

APPROVED AS TO FORM AND PROCEDURE:

By: __________________________
   Scott Huber, City Attorney

CONCURRENCE:

By: __________________________
   Jeffery Hill
   Procurement Manager

Date: _________________________
Attachment A

AMENDMENT NO. 4 TO COOPERATIVE AGREEMENT R14138 (15-1001150)

PROJECT DESCRIPTION

The CITY and AUTHORITY are widening the existing northbound and southbound Archibald Avenue to add two left turn pockets, modifying the existing Archibald Avenue Bridge Undercrossing to accommodate the additional lands, and widening the on- and off- ramps. The CITY had requested that the AUTHORITY be lead on the PROJECT.

PROJECT FUNDING TABLE

Public Share or “Authority Share”: 33.9%
Nexus Development Impact Fee Share (DIF), or “City Share”: 66.1%

<table>
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<tr>
<th>Project Description</th>
<th>AUTHORITY***</th>
<th>CITY</th>
<th>TOTAL*</th>
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<td>Project Report and Environmental Document</td>
<td>$274,750</td>
<td>$535,721</td>
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<td>Plan, Specification and Estimate</td>
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<td>$5,556,384</td>
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<td>$6,956,327</td>
<td>$16,953,673</td>
<td>$23,910,000</td>
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</table>

*Estimated Cost is based in estimated at completion costs.
** City Betterments: Portland Cement Concrete option and Service Laterals for the Kuzina property development.
***Authority share for Construction includes $1,310,000 of TCIF funds per MSI Strategic Plan Policy 40001 VS-30
Contract Summary Sheet

General Contract Information

Contract No: 18-1001876  Amendment No.: 1
Contract Class: Payable  Department: Project Delivery
Vendor No.: 03418  Vendor Name: Southstar Engineering and Consulting Inc.
Description: Construction Management Services for SR-60 Archibald Project

List Any Related Contract Nos.: 15-1001150

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<th>Dollar Amount</th>
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Total Dollar Authority (Contract Value and Contingency) $2,299,439.00

Contract Authorization

Board of Directors Date: July 1, 2020 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Local Construction Management

Accounts Payable

Estimated Start Date: 9/5/2018 Expiration Date: 10/31/2022 Revised Expiration Date: 12/30/2023

N/A N/A Yes

Mike Barnum  Paula Beauchamp
Project Manager (Print Name)  Task Manager (Print Name)

Additional Notes: It has been estimated that about $218,000 will be reimbursed 100% by the City for their request to include to the Project PCC instead of AC, recycle water lateral and two under sidewalk drains
AMENDMENT NO. 1 TO CONTRACT 18-1001876

FOR

CONSTRUCTION MANAGEMENT SERVICES

SR-60/ARCHIBALD AVENUE INTERCHANGE IMPROVEMENT PROJECT

(SOUTHSTAR ENGINEERING AND CONSULTING, INC.)

This AMENDMENT No. 1 to Contract 18-1001876 is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Southstar Engineering and Consulting, Inc. ("CONSULTANT"). SBCTA and CONSULTANT are each a "PARTY" and collectively the "PARTIES" herein.

RECITALS:

A. The PARTIES entered into Contract 18-1001876 (Contract) on September 7, 2018, to provide Construction Management Services for the SR-60/Archibald Avenue Interchange Improvement Project (PROJECT); and

B. SBCTA and CONSULTANT desire to amend the Contract to update the Key Personnel, extend the performance period, and increase the estimated cost by $218,000 for a revised Contract total not to exceed $2,110,217.

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

1. “ARTICLE 4. PERFORMANCE PERIOD subarticle 4.1 is amended to extend the termination date to December 30, 2023, unless further extended by written amendment or otherwise terminated pursuant to the provisions of the Contract.”

2. ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS subarticle 5.1 is amended in its entirety to read as follows:

“5.1 Total compensation to CONSULTANT for full and complete performance of the Work in compliance with all the terms and conditions of this Contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant's performance of Work and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), and shall not exceed $2,110,217 unless authorized by a contract amendment.”
3. The list of key personnel specified in ARTICLE 29. KEY PERSONNEL is amended to as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Job Classification/Function</th>
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<tr>
<td>Jason Bennecke</td>
<td>Principal in Charge/Project Manager</td>
</tr>
<tr>
<td>Karim Varshochi</td>
<td>Resident Engineer/Officer Engineer</td>
</tr>
<tr>
<td>Al Alina</td>
<td>Structures Representative/Structures Inspector</td>
</tr>
</tbody>
</table>

4. All references in the Contract to allowable costs and payments and Approved Cost Proposal shall mean the approved Cost Proposal in Exhibit B to the Contract and Exhibit B-1 attached to and incorporated into this Amendment No. 1.

5. Except as amended by this Amendment No. 1, all other provisions of the Contract and amendments thereto shall remain in full force and effect and are incorporated herein by this reference.

6. The Recitals set forth above are incorporated herein by this reference.

7. This Amendment No.1 is effective upon execution by SBCTA.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: ________________________________
    Darcy McNaboe
    President, Board of Directors

Date: ________________________________.

CONSULTANT

By: ________________________________
    Jason Bennecke, PE
    Principal-in-Charge/Project Manager

Date: ________________________________.

APPROVED AS TO FORM:

By: ________________________________
    Juanda Lowder Daniel
    Assistant General Counsel

CONCURRENCE:

By: ________________________________
    Jeffery Hill
    Procurement Manager
## Contract Summary Sheet

### General Contract Information
- **Contract No.**: 16-1001328  
- **Amendment No.**: 2  
- **Contract Class**: Payable  
- **Department**: Project Delivery  
- **Vendor No.**: 03168  
- **Vendor Name**: Michael Baker International, Inc.  
- **Description**: PID, PA/ED, PS&E, and support services for both ROW and construction phases for SR-60 Archibald Project.

### List Any Related Contract Nos.:  
- 15-1001150 & 19-1002100

### Dollar Amount

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### Total Dollar Authority (Contract Value and Contingency)
- **$**: 2,410,313.90

### Contract Authorization
- **Board of Directors**:  
- **Date**: July 1, 2020  
- **Committee**:  
- **Item #**:  
- **Other Contracts**: Local  
- **Sole Source?**: No  
- **No Budget Adjustment**:  

### Contract Management (Internal Purposes Only)
- **Estimated Start Date**: 7/1/2015  
- **Expiration Date**: 12/31/2022  
- **Revised Expiration Date**: 6/30/2024

### Accounts Payable
- **N/A**  
- **Design**

### Total Contract Funding:
- **$**: 2,199,499.72

### Total Contingency:
- **$**: 210,813.45

---

**Fund**  
- **Prog**  
- **Task**  
- **Sub-Task**  
- **Object**  
- **Revenue**  
- **PA Level**  
- **Revenue Code Name**

### List of Costs
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- **GL: 4120 40 0830 0894 610/620**
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- **GL: 6010 40 0830 0894 670**
- **GL: 4120 40 0830 0894 670**

**Vendor No.**: N/A  
**Vendor Name**: Michael Baker International, Inc.

### Additional Notes:
- It has been estimated that about $71,143 will be reimbursed 100% by the City for their request to design a recycle water lateral to include in the construction of the Project.

---

**Andrea Nieto**  
**Project Manager (Print Name)**

**Paula Beauchamp**  
**Task Manager (Print Name)**

---

Form 200 11/2019
AMENDMENT NO. 2 TO CONTRACT C14169 (16-1001328)

FOR

PID, PA/ED, AND PS&E SERVICES

SR-60/ARCHIBALD AVENUE INTERCHANGE IMPROVEMENT PROJECT

(MICHAEL BAKER INTERNATIONAL COMPANY)

This Amendment No. 2 to SBCTA Contract No. 16-1001328 is made by and between RBF CONSULTING A MICHAEL BAKER INTERNATIONAL COMPANY (“CONSULTANT”) and the San Bernardino County Transportation Authority (“SBCTA”). SBCTA and CONSULTANT are each a “Party” and collectively “Parties” herein.

RECITALS:

A. On May 6, 2015, SBCTA and CONSULTANT entered into a Contract for Project Initiation Documentation (PID), Project Report and Environmental Document (PA/ED), and Plans, Specifications and Estimate (PS&E) Services for the SR-60/Archibald Avenue Interchange Improvement Project (PROJECT);

B. On February 7, 2019, AGREEMENT was amended to add scope of work, extend the performance period, and to increase the estimated cost by $137,191 for a total of $2,108,134. Amendment 1 incorporated scope of work for CONSULTANT to implement design modifications to account for City of Ontario requested project betterments, specifically, replacement of asphalt on Archibald Avenue with Portland Cement Concrete within the vicinity of the SR-60 interchange;

C. SBCTA and CONSULTANT desire to further amend the Contract to add scope of work, further extend the performance period, and increase the estimated cost by $91,366 for a total of $2,199,500; Additional scope of work is necessary to include expert witness services, additional design support during construction, and design of City of Ontario requested project betterments, specifically the service laterals for the Kuzina parcel development.

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

1. ARTICLE 4. PERFORMANCE PERIOD subarticle 4.1 is amended in its entirety to read as follows:

   “4.1 This Contract shall go into effect upon approval by SBCTA’s Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on June 30, 2024, unless extended by written amendment.”

2. ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS subarticle 5.2 and subarticle 5.11 amended in its entirety to read as follows:

   “5.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of $114,130. The fixed fee is nonadjustable for the term of the Contract, except in the event of a
significant change in the Scope of Work and such adjustment is made by contract amendment.”

“5.11 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed $2,199,500.”

3. All references in the Contract to Work and Scope of Work shall mean the SCOPE OF WORK described in Exhibit A to the Contract, Exhibit A-1 attached to and incorporated to Amendment 1, and Exhibit A-2 attached to and incorporated into this Amendment No. 2.

4. All references in the Contract to allowable costs and payments and Approved Cost Proposal shall refer to the Approved Cost Proposal in Exhibit B to the Contract, Exhibit B-1 incorporated to Amendment 1, and Exhibit B-2 attached to and incorporated into this Amendment No. 2.

5. Except as amended by this Amendment No. 2, all other provisions of the Contract and amendments thereto shall remain in full force and effect and are incorporated herein by this reference.

6. This Amendment No. 2 is deemed to be included and made part of the Contract.

7. This Amendment No. 2 will be effective upon execution by SBCTA.
IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 2 below.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: ____________________________
   Darcy McNaboe
   President, Board of Directors
Date: ____________________________

MICHAEL BAKER INTERNATIONAL

By: ____________________________
Date: ____________________________

APPROVED AS TO FORM:

By: ____________________________
   Juanda Lowder Daniel
   Assistant General Counsel
Date: ____________________________

CONCURRENCE:

By: ____________________________
   Jeffery Hill
   Procurement Manager
Date: ____________________________
Minute Action

AGENDA ITEM: 7

Date: June 11, 2020

Subject:
Interstate 10 Alabama Street Improvement Project - City Cooperative Agreement Amendment, Caltrans Financial Contribution and Construction Agreements, and Construction Management Contract Award

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

A. Approve Amendment No. 1 to Agreement No. 17-1001603 with the City of Redlands (City) to redefine the Interstate 10 Alabama Street Improvement Project (Project) funding responsibilities, based on the revised project cost estimates, with the addition of a $1,250,000 financial contribution from the California Department of Transportation (Caltrans) towards project construction. The amendment will increase the City’s contribution in the amount of $1,480,963, for a total contribution of $7,183,153, and increase San Bernardino County Transportation Authority’s contribution in the amount of $1,451,637 for a total contribution of $6,717,447.

B. Approve Agreement No. 20-1002416 with Caltrans for their financial contribution of $1,250,000 towards the eastbound off-ramp portion of the Project.

C. Approve Agreement No. 20-1002417 with Caltrans for the construction phase of the Project, including an estimated amount of $34,600 for the state furnished materials to be procured from Caltrans during construction.

D. Approve award of Contract No. 19-1002248 with Anser Advisory Management, LLC for Construction Management services for the Project in an amount not-to-exceed $1,327,876.00.

E. Approve contingency in an amount not-to-exceed $132,787.00 for Contract No. 19-1002248 and authorize the Executive Director, or designee, to release contingency as necessary for the Project.

Background:
The Interstate 10 (I-10) Alabama Street Interchange Project (Project) is the sixth highest priority project in the Measure I 2010-2040 Freeway Interchange Program. Alabama Street is a primary, north-south arterial in the City of Redlands (City) serving shopping centers, local businesses, logistic centers and residential communities. This location has been experiencing high levels of traffic congestion resulting in substantial delays. The Project will widen the existing eastbound and westbound off-ramps and add right-turn lanes to the eastbound and westbound on-ramps.

On November 2, 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Cooperative Agreement No. 17-1001603 with the City, to define project roles, responsibilities, funding and to specify SBCTA as the lead agency for project administration. On January 4, 2017, the Board approved award of Contract No. 16-1001516 to Advanced Civil Technologies for Planning, Environmental, Design, and Construction Support services. On February 15, 2019, the California Department of Transportation (Caltrans) approved

Entity: San Bernardino County Transportation Authority
a Categorical Exemption Determination under the California Environmental Quality Act (CEQA) for the Project. The Project is currently in the design phase with a target approval date of September 2020.

**Recommendation A:** When Cooperative Agreement No. 17-1001603 was executed in November 2016, the Project costs were estimated based on a feasibility study prepared in June 2015, with a 3% escalation rate compounded annually. As the Project progresses towards the 65% design phase, the total project cost estimates have increased from $10,968,000 to $15,150,600, primarily as a result of the following factors:

- Taller retaining walls are required at the off-ramps to avoid Right-of-Way impacts to adjacent commercial properties.
- Caltrans has conditioned that the existing pavement be replaced with concrete pavement as a result of the deterioration of the existing pavement which no longer satisfies Caltrans standards.
- Based on highway construction bids over the last few years, a higher escalation rate is now utilized and applied to later construction dates.
- Construction management service cost is anticipated to be higher due to the increased construction capital cost.

In an effort to secure additional funding for the Project, SBCTA reached out to Caltrans requesting a financial contribution from their Minor Program Funds. On November 13, 2019, Caltrans agreed to commit a lump sum financial contribution of $1,250,000 towards the eastbound off-ramp widening portion of the Project. However, to ensure the construction phase can be fully funded, it is necessary to amend the agreement to address the current project costs and redefine the local share and public share responsibilities of the City and SBCTA, respectively.

Amendment No. 1 to Contract No. 17-1001603 accounts for an increase in the City’s contribution for the Project of $1,480,963, and an increase in SBCTA’s contribution for the Project of $1,451,637. While the City’s contribution increase is specified as $1,480,963, the County of San Bernardino (County) and City each share a responsibility for this local contribution which is defined in a separate agreement between the City and the County. Per the Development Mitigation Nexus Study, the fair share of the interchange costs are 50.5% split between the City and County at a ratio of 34.9% and 65.1%, respectively. The City’s share of the $1,480,963 increase is $516,856 while the County’s share is $964,107. The Caltrans financial contribution of $1,250,000 will be obligated in Fiscal Year 2020/2021 upon execution of a separate cooperative agreement between SBCTA and Caltrans.

**Recommendation B:** Cooperative Agreement No. 20-1002416 with Caltrans outlines their financial contribution from their Minor Program Funds. Under this agreement, Caltrans will contribute $1,250,000 towards the eastbound off-ramp widening portion of the Project.

**Recommendation C:** Cooperative Agreement No. 20-1002417 with Caltrans specifies roles, responsibilities, and funding between the two agencies for the construction phase of the Project, including an estimated amount of $34,600, for State Furnished Materials to be procured from Caltrans during construction.

San Bernardino County Transportation Authority
**Recommendation D:** On July 12, 2019, procurement received a request to engage a firm to provide Construction Management Services for the Project. Request for Proposals (RFP) No. 19-1002248 was initiated using the scope of work developed for the Project.

The RFP was released on December 16, 2019, through SBCTA’s PlanetBids website, electronically announcing the procurement to approximately seven hundred (700) firms. The solicitation was issued in accordance with Procurement Policy No. 11000, following procedures outlined in the current policy issued January 2017. Out of the 700 firms notified, fifty-eight (58) firms downloaded the RFP packet from PlanetBids identifying themselves as “bidder”.

On January 10, 2020, Addendum No. 1 was released, presenting copies of the pre-proposal meeting agenda, presentation and sign in sheet showing the twenty-two (22) firms who attended the meeting. On January 31, 2020, Addendum No. 2 was released on SBCTA’s PlanetBids webpage providing SBCTA’s responses to questions received by the due date and time.

On February 6, 2020, five (5) proposals were received by the time specified in the RFP. A responsiveness review was conducted by the Procurement Analyst and found all 5 proposals to be responsive; meeting all the RFP specifications and requirements. The following is a summary of the events that transpired in the evaluation and selection process.

**Summary of Evaluation Process**

On February 7, 2020, the proposals were disseminated to all Evaluation Committee members. A copy of the Score Sheets and the Declaration of Impartiality and Confidentiality form was also distributed to the committee members. The Evaluation Committee was comprised of two SBCTA staff, two City staff, and one Caltrans staff.

On February 13, 2020, the Evaluation Committee convened to review, discuss and score the proposals according to the evaluation criteria, including the proposal’s strengths and weaknesses. The procurement analyst provided reference check feedback for each of the firms. At the completion of discussions, the committee members individually scored the proposals based on the following evaluation criteria; Qualifications, Related Experience and References of each Firm – 30 points, Proposed Staffing and Project Organization – 40 points, and Work Plan – 30 points. The procurement did not request a cost proposal at that time.

As a result of 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 were Anser Advisory Management, LLC (Anser Advisory) and PPM Group, Inc. The qualification and experiences for both firms were noted and discussed. Full detail of the scores is included in the Contract Audit File.

On February 20, 2020, interviews were conducted with the short-listed firms. At the completion of the interviews, the Evaluation Committee separately tabulated and scored each firm. The assigned weight for this procurement was 40% for the technical information and 60% for the interviews. The Evaluation Committee ranked Anser Advisory the highest for this procurement.

San Bernardino County Transportation Authority
The Committee considered both firms qualified to perform the work specified in the RFP. As a result of a thorough review and assessment, the highest ranked firm for this project is Anser Advisory. The firm was able to present and demonstrate their knowledge and experience through a well written proposal and a very organized and methodical interview presentation. Anser Advisory was able to demonstrate their understanding and present their unique approach to the Project.

As a result of the highest ranking score based on the technical and interview evaluations conducted by the Evaluation Committee for this procurement, the committee recommends that the contract for Construction Management Services for the I-10 Alabama Street Improvement Project, Contract No. 19-1002248, be awarded to Anser Advisory. The Evaluation Committee believes Anser Advisory to be a qualified firm with a clear understanding of the scope of work, proposed a qualified team, had a clear and concise work plan, and an innovative approach to the Project, showing the ability to complete the Project on schedule and within budget. Evaluation forms, SAM report and reference checks are located in the electronic version of the Contract Audit File.

Subsequent to the panel’s recommendation for selection, staff negotiated the final cost and scope with the consultant. Staff recommends approval of Contract No. 19-1002248 with Anser Advisory for Construction Management, for a total amount not-to-exceed $1,327,876.00.

**Recommendation E:** A 10% contingency for Construction Management on Contract No. 19-1004428, in an amount not-to-exceed $132,787.00 has been identified as standard practice and it is recommended that the Executive Director, or designee, be authorized to release contingency funds as necessary for the Project.

**Financial Impact:**
This item is consistent with the Fiscal Year 2019/2020 Budget under Task No. 830 Interchange Projects, Sub-Task No. 0895 I-10 Alabama St Interchange.

**Reviewed By:**
This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and a draft of the amendment.

**Responsible Staff:**
Timothy Byrne, Project Delivery Manager
### General Contract Information

- **Contract No:** 17-1001603  
- **Amendment No.:** 1  
- **Contract Class:** Receivable  
- **Department:** Project Delivery  
- **Customer ID:** 01776  
- **Customer Name:** City of Redlands  
- **Description:** Planning, PAED, PS&E, ROW, and Construction of I-10 Alabama St Improvement Project

### Dollar Amount

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<tr>
<td>Original Contract</td>
<td>$5,702,190.00</td>
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**Total/Revised Contract Value:** $7,183,153.00

**Total Dollar Authority (Contract Value and Contingency):** $7,183,153.00

### Contract Authorization

**Board of Directors:**  
**Date:** 7/1/2020  
**Committee:**  
**Item #:**

### Contract Management (Internal Purposes Only)

- **Local:**  
- **Funding Agreement:**

### Accounts Receivable

- **Total Contract Funding:** $7,183,153.00  
- **Funding Agreement No:** 17-1001603  
- **Beginning POP Date:** 11/9/2016  
- **Ending POP Date:** 12/31/2022  
- **Final Billing Date:** 12/31/2022  
- **Expiration Date:** 12/31/2022

### Additional Notes:

- **Heng Chow**  
  **Project Manager (Print Name):**

- **Paula Beauchamp**  
  **Task Manager (Print Name):**
AMENDMENT NO. 1
TO COOPERATIVE AGREEMENT NO. 17-1001603
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF REDLANDS
FOR
PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,
PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW),
AND CONSTRUCTION PHASES FOR THE ALABAMA STREET AND
INTERSTATE 10 IN THE CITY OF REDLANDS

THIS AMENDMENT No. 1 (AMENDMENT) to the Cooperative Agreement No. 17-1001603 (AGREEMENT) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as AUTHORITY) and the City of Redlands (hereinafter referred to as CITY). AUTHORITY and CITY may be referred to herein as a “PARTY” and collectively “PARTIES”.

RECITALS

A. AUTHORITY and CITY entered into the AGREEMENT on November 9, 2016, to delineate their respective roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the Alabama Street and Interstate 10 interchange in the City of Redlands (PROJECT); and

B. Pursuant to the AGREEMENT, AUTHORITY is the lead agency for the PROJECT and is responsible for the diligent undertaking and completion of the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT; and

C. The AGREEMENT presently provides that the cost of the PROJECT is estimated at $10,968,000 which includes $330,000 for AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT; and

D. The PROJECT is now estimated to cost a total of $15,150,600 which includes $330,000 for the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction Phases of the PROJECT; and
E. On November 13, 2019, the California Department of Transportation (Caltrans) committed to make a financial contribution (FCO) of $1,250,000 towards the construction of the eastbound off-ramp widening portion of the PROJECT; and

F. The remaining PROJECT cost, aside from AUTHORITY project management costs and the abovementioned Caltrans FCO, now is estimated at $13,570,600, which shall be funded with 50.5% Development Share funds and 49.5% Public Share funds, as defined by AUTHORITY’s Nexus Study and the Measure I 2010-2040 Strategic Plan; and

G. The PARTIES desire to amend the AGREEMENT, and its Attachment A, to redefine their respective funding responsibilities based on the revised PROJECT costs and to provide a new, updated, estimated schedule for completion of the PROJECT.

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

1. Section III. C of the AGREEMENT is amended in its entirety to read as follows:

   To contribute towards the Planning, Environmental, PS&E, ROW, Construction and Project Closeout phases of the PROJECT cost an amount not to exceed $6,717,447, as shown in Attachment A. The actual cost of specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed $6,717,447 without an amendment to this Agreement.

2. Section III. J of the AGREEMENT, is amended in its entirety to read as follows:

   To provide CITY an opportunity to review and comment on the Planning, Environmental, PS&E, ROW, and Construction documents. For construction change orders, the construction change order documents submitted to AUTHORITY by contractors performing construction work on the PROJECT will be forwarded to CITY for review and comment.

3. Section IV. A of the AGREEMENT is amended in its entirety to read as follows:

   To reimburse AUTHORITY for the actual costs incurred estimated at $6,853,153 towards the Planning, Environmental, PS&E, ROW, Construction and Project Closeout phases of the PROJECT cost and $330,000 for AUTHORITY project management for a total amount not to exceed $7,183,153, as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined
CITY contribution to exceed $7,183,153 or AUTHORITY project management costs to exceed $330,000 without an amendment to this Agreement.

4. Section IV of the AGREEMENT is amended by the addition of Subsection G which shall read as follows:

To provide permits, inspections, reviews, and oversight at no cost to AUTHORITY or to consultants and contractors contracted by AUTHORITY to work on the PROJECT.

5. Section V.R of the AGREEMENT is amended in its entirety to read as follows:

Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

If to AUTHORITY: Paula Beauchamp
Director of Project Delivery and Toll Operations
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

If to CITY: City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531"

6. Attachment A to the AGREEMENT is amended and replaced in its entirety with Attachment A to this AMENDMENT, which is attached to and made a part of this AMENDMENT.

7. PARTIES understand that the PROJECT cost provided in this AMENDMENT is an estimate and there is a potential for cost increases or decreases. If a cost
increase becomes apparent, PARTIES agree to work in good faith to amend the AGREEMENT.

8. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

9. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

10. This AMENDMENT is effective upon execution by AUTHORITY.

--------------------------SIGNATURES ON FOLLOWING PAGE--------------------------
SIGNATURE PAGE TO
AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 17-1001603
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF REDLANDS

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: __________________________
    Darcy McNaboe
    President, Board of Directors

Date: __________________________

CITY OF REDLANDS

By: __________________________
    Paul W. Foster
    Mayor, City of Redlands

Date: __________________________

APPROVED AS TO FORM

By: __________________________
    Juanda L. Daniel
    Assistant General Counsel

APPROVED AS TO FORM AND
PROCEDURE:

By: __________________________
    Daniel J. McHugh
    City Attorney

CONCURRENCE:

By: __________________________
    Jeffery Hill
    Procurement Manager

ATTEST:

By: __________________________
    Jeanne Donaldson
    City Clerk

17-1001603-1
Attachment A

PROJECT DESCRIPTION

The project funding is based on a design layout that adds two lanes each on the westbound and eastbound off-ramps, adds a northbound right-turn lane to eastbound on-ramp, and adds a southbound right-turn lane to the westbound on-ramp.

PROJECT FUNDING TABLE

Public Share: 49.5%
Nexus Development Impact Fee Share (DIF or “Local Share”): 50.5%
Caltrans Financial Contribution (FCO): Lump Sum $1,250,000

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<td>December 2020</td>
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<td>April 2021</td>
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<td>March 2022</td>
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### Contract Summary Sheet

#### General Contract Information

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#### Dollar Amount

| Original Contract | $1,250,000.00 |
| Prior Amendments | - |
| Current Amendment | - |
| **Total/Revised Contract Value** | $1,250,000.00 |
| **Total Contingency Value** | - |
| **Total Dollar Authority (Contract Value and Contingency)** | $1,250,000.00 |

#### Contract Authorization

**Board of Directors**
Date: 7/1/2020
Committee
Item #

#### Contract Management (Internal Purposes Only)

**State**
Funding Agreement

#### Accounts Receivable

| Total Contract Funding: | $1,250,000.00 |
| Funding Agreement No: | 20-1002416 |
| Beginning POP Date: | 9/2/2020 |
| Ending POP Date: | 12/31/2039 |
| Final Billing Date: | 12/31/2039 |
| Expiration Date: | 12/31/2039 |

#### Additional Notes:
The agreement will terminate upon Caltrans’ acceptance of the Project.

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**Project Manager (Print Name):** Heng Chow

**Task Manager (Print Name):** Paula Beauchamp

---

**Packet Pg. 91**
This Agreement is not approved for the following reasons:

1. The SHOPP Minor Funds Contribution is no longer available through PACT as a pre-approved agreement. Please submit the agreement to ODIA for review.

COOPERATIVE AGREEMENT (DRAFT)
State SHOPP Minor Funds Contribution

This Agreement, effective on __________________________, 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.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130.

2. The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments.

3. AGREEMENT shall have no force or effect until SBCTA has obtained an encroachment permit from CALTRANS.

4. SBCTA intends to construct interchange improvements by widening the eastbound off-ramp at I-10 Alabama Street within the State Highway System and is referred to herein as PROJECT.

5. SBCTA will follow the CALTRANS encroachment permit process in order to complete the PROJECT.

6. CALTRANS will pay SBCTA in the amount of $1,250,000 from State Highway Operation and Protection Program (SHOPP) Minor funds required for PROJECT.

7. PARTIES hereby set forth the terms, covenants, and conditions for CALTRANS’ contribution toward PROJECT.
SCOPE

8. SBCTA is responsible for completing all work for PROJECT.

9. At no cost to SBCTA, CALTRANS will perform Quality Management to assure SBCTA’s work is performed in accordance with CALTRANS’ current policies, procedures, standards, and practices.

INVOICE & PAYMENT

10. SBCTA will submit to CALTRANS monthly invoices for the prior month’s actual expenditures after execution of this AGREEMENT and 45 days after Award of Project.

11. CALTRANS will pay SBCTA within 45 (forty-five) calendar days of receipt of invoices.

12. PARTIES agree that the total amount of State Highway Operation and Protection Program (SHOPP) Minor funds paid out to SBCTA will not exceed $1,250,000.

13. After PARTIES agree that all work for PROJECT is complete, SBCTA will submit a final accounting for all costs. Based on the final accounting, SBCTA will refund or invoice as necessary in order to satisfy the financial commitment of AGREEMENT.

GENERAL CONDITIONS

14. All obligations of CALTRANS under the terms of AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

15. If SBCTA fails to complete the PROJECT for any reason, SBCTA shall, at SBCTA’s expense, return the State Highway System right-of-way to its original condition or to a safe and operable condition acceptable to CALTRANS. If SBCTA fails to do so, CALTRANS reserves the right to finish the work or place the PROJECT in a safe and operable condition. CALTRANS will bill SBCTA for all expenses incurred and SBCTA agrees to pay said bill within forty-five (45) days of receipt.

16. If SBCTA fails to complete the PROJECT for any reason, SBCTA will refund the full amount of CALTRANS’ contribution.

17. SBCTA will retain all PROJECT related records for four (4) years after the final voucher.
18. 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.

19. If HM-1 or HM-2 is found during construction, SBCTA will immediately notify CALTRANS.

20. CALTRANS, independent of 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 PROJECT schedule.

CALTRANS, independent of PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

21. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to Project schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

22. SBCTA is responsible for HM-2 MANAGEMENT within the PROJECT limits.

23. HM-2 MANAGEMENT costs are PROJECT costs.
24. Neither SBCTA nor any officer or employee thereof is 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 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 AGREEMENT.

25. Neither CALTRANS nor any officer or employee thereof is 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 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 AGREEMENT.

26. If the work performed on PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, SBCTA must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. SBCTA agrees to include prevailing wage requirements in its contracts for public work. Work performed by SBCTA's own forces is exempt from the Labor Code's Prevailing Wage requirements.

SBCTA shall require its contractors to include prevailing wage requirements in all subcontracts funded by AGREEMENT when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in SBCTA contracts.

27. AGREEMENT is intended to be PARTIES final expression and supersedes all prior oral understandings pertaining to PROJECT.
28. Unless otherwise documented in a maintenance agreement, SBCTA will maintain all PROJECT improvements.

29. AGREEMENT will terminate upon CALTRANS’ acceptance of PROJECT. However, all indemnification and maintenance articles of AGREEMENT will remain in effect until terminated or modified in writing by mutual agreement.
DEFINITIONS

PARTY – Any individual signatory party to AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to AGREEMENT.
CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to AGREEMENT.

The primary Agreement contact person for CALTRANS is:
Mustapha Iaali, Project Manager
464 W. Fourth Street
San Bernardino, CA 92401
Office Phone: (909) 383-5908
Email: mustapha.iaali@dot.ca.gov

The primary Agreement contact person for SBCTA is:
Heng Chow, Capital Project Manager
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Office Phone: (909) 884-8276
Email: hchow@gosbcta.com
SIGNATURES

PARTIES declare that:
1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into AGREEMENT.
3. The people signing AGREEMENT have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

________________________________________________________________________
Michael D. Beauchamp
District 8 Director

VERIFICATION OF FUNDS AND
AUTHORITY:

________________________________________________________________________
Mary Risaliti
District 8 Budget Manager

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

________________________________________________________________________
Darwin Salmos
HQ Accounting Supervisor

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

________________________________________________________________________
Darcy McNaboe
Board President

NOT FOR SIGNATURES AT THIS TIME

CONCURRENCE:

________________________________________________________________________
Jeffery Hill
Procurement Manager

APPROVED AS TO FORM AND
PROCEDURE:

________________________________________________________________________
Juanda L. Daniel
Assistant General Council
### General Contract Information

- **Contract No:** 20-1002417
- **Amendment No:**

### Contract Class and Department:

- **Payable**
- **Project Delivery**

### Vendor Information:

- **Vendor No:** 00450
- **Vendor Name:** Caltrans

### Description:

I-10 Alabama Department Furnished Materials for Construction

### Dollar Amount

<table>
<thead>
<tr>
<th>Description</th>
<th>Dollar Amount</th>
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<tr>
<td>Original Contract</td>
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<td>Prior Amendments</td>
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<tr>
<td>Current Amendment</td>
<td>$</td>
</tr>
<tr>
<td>Total/Revised Contract Value</td>
<td>$34,600.00</td>
</tr>
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### Contract Authorization

- **Board of Directors Date:** 7/1/2020
- **Committee Item #:**

### Contract Management (Internal Purposes Only)

- **Other Contracts:**
- **Sole Source:** N/A
- **No Budget Adjustment**

### Accounts Payable

- **Estimated Start Date:** 7/1/2020
- **Expiration Date:** 12/31/2039
- **Revised Expiration Date:**

<table>
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<tr>
<th>Fund</th>
<th>Prog</th>
<th>Task</th>
<th>Object</th>
<th>Revenue</th>
<th>PA Level</th>
<th>Revenue Code Name</th>
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<th>Total Contingency:</th>
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<td>0895</td>
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<td>421418008</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Project Manager and Task Manager

- **Project Manager (Print Name):** Paula Beauchamp
- **Task Manager (Print Name):** Heng Chow

### Additional Notes:

The agreement will terminate upon SBCTA submittal of a Closing Statement.
COOPERATIVE AGREEMENT (DRAFT)

This AGREEMENT, effective on ______________________________, 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.

THE PARTIES MUTUALLY AGREE AS FOLLOWS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.

2. For the purpose of this AGREEMENT, this project will improve traffic operations and freeway access at the I-10 Alabama Street Interchange in the City of Redlands. The project will add a lane configuration on all ramps consisting of dedicated left and right turn lanes, shared left/through lane and shared right/through lanes. The project will also upgrade curb ramps to ADA standards and providing maintenance vehicle pullouts. will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

   • 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.

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 approved the Categorical Exemption on February 15, 2019.
- SBCTA is developing the R/W Certification (Cooperative Agreement No. 08-1663).
- SBCTA is developing the Plans, Specifications and Estimate (Cooperative Agreement No. 08-1663).

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 obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- SBCTA is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. 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 approval.

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.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS’ Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

19. CALTRANS’ Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT’s quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.
When CALTRANS performs QMA it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

21. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS’ request for the purpose of CALTRANS’ quality management work.

**CEQA Lead Agency**

22. CALTRANS is the CEQA Lead Agency for the PROJECT.

**Environmental Permits, Approvals and Agreements**

23. 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 PARTIES responsibilities in this AGREEMENT.

24. 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.

25. The PROJECT requires the following environmental permits/approvals:

<table>
<thead>
<tr>
<th>ENVIRONMENTAL PERMITS/REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board</td>
</tr>
</tbody>
</table>

**CONSTRUCTION**

26. 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.
27. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

<table>
<thead>
<tr>
<th>CALTRANS Work Breakdown Structure Identifier (If Applicable)</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.20.10.xx Quality Management</td>
<td>No</td>
</tr>
</tbody>
</table>

28. 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.

29. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.

30. 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.

31. CALTRANS will not issue an encroachment permit to SBCTA for construction work until the following conditions are met:
   
   - CALTRANS accepts the final plans, specifications, and estimate
   - CALTRANS accepts the Right-of-Way Certification
   - Any new or amended maintenance agreement required for the WORK are executed.
   - Any new or amended Freeway Agreement required for the WORK are executed.

32. SBCTA will require the construction contractor to furnish payment and performance bonds naming SBCTA as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.
33. SBCTA will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, SBCTA also accepts responsibility to administer the construction contract.

34. 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

35. 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 is subject to review and approval by the State Materials Engineer.

36. 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 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.

37. 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.

38. SBCTA will provide a landscape architect who will be responsible for all landscaping activities within the State Highway System.
39. CALTRANS will review and concur with:

- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.

- The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).

40. SBCTA will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. CALTRANS will provide Quality Management Assessment (QMA) for the claims process.

41. SBCTA is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. SBCTA is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.

42. SBCTA will submit a written request to CALTRANS for any Department Furnished Material (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.

43. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:

- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.

- CALTRANS approves a request from SBCTA for relief from maintenance of the PROJECT or a portion thereof.

44. PARTIES confirm that upon WORK completion, no maintenance agreement will be necessary.
45. 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.

46. 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, on a CD ROM and in accordance with CALTRANS’ 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 7.0 or later. 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 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.

47. Upon completion of the construction contract and one (1) year plant establishment period under this Agreement, SBCTA shall assume maintenance and the expense thereof for PROJECT, at its own expense, for a four (4) year landscape maintenance period to establish existing planting (EEP), after which, CALTRANS assumes full responsibility for maintenance. SBCTA’s maintenance responsibilities include, but are not limited to, inspection, providing emergency repair, weed abatement, litter removal, replacement and maintenance of landscaping within PROJECT limits. As part of SBCTA’s maintenance responsibilities, during construction of PROJECT and for the one (1) year plant establishment period and for the first two (2) years of the plant maintenance period following construction, SBCTA shall make all necessary arrangements with the local utility company for payment and billing of water supplied for PROJECT, after which time CALTRANS will make arrangements with the utility company to transfer billing and be responsible for payment of water supplied for PROJECT.
Schedule

48. PARTIES will manage the WORK schedule to ensure the timely use of obligated 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.

49. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.

Additional Provisions

Standards

50. 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
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

51. 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

52. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

53. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

54. 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 in their name. CALTRANS will provide encroachment permits to SBCTA, their contractors, consultants, and agents 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.

55. 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

56. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

57. 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 6254.5(e) 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.

58. 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_

59. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of 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.

60. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

61. 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 obligated in this AGREEMENT.

62. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.
The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

63. 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.

64. 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

65. 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.

66. 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.

67. 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

68. 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.

69. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

70. 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.

71. 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.

72. 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

73. 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, Judgements and Settlements

74. The cost of awards, judgements, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.

75. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT.

76. 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.

Environmental Compliance

77. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

Venue

78. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

79. All CALTRANS’ obligations 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

80. Neither CALTRANS nor any of their 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 their 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.

81. Neither SBCTA nor any of their 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 their 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

82. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities 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.

83. 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

84. SBCTA will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SBCTA waives 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.
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**

86. 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**

87. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES’ legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

88. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
Prevailing Wage

89. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY’s own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY’s employees is exempt from federal prevailing wage requirements.
SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

____________________________
Michael D. Beauchamp
District 8 Director

VERIFICATION OF FUNDS AND AUTHORITY:

____________________________
Mary Risaliti
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

____________________________
Darwin Salmos
HQ Accounting Supervisor

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY
NOT FOR SIGNATURES AT THIS TIME

____________________________
Darcy McNaboe
Board President

CONCURRENCE:

____________________________
Jeffery Hill
Procurement Manager

APPROVED AS TO FORM AND PROCEDURE:

____________________________
Juanda L. Daniel
Assistant General Counsel
### FUNDING SUMMARY NO. 01

#### FUNDING TABLE

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<tr>
<th>Source</th>
<th>Party</th>
<th>Fund Type</th>
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<td>Local</td>
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#### SPENDING SUMMARY

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<td>10,865,400</td>
<td>34,600</td>
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Funding

1. 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.

2. 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.

ICRP Rate

3. 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 Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

Invoicing and Payment

4. PARTIES will invoice for funds where the SPENDING SUMMARY 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.
5. 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.

6. 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.

**CONSTRUCTION Support**

7. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

**CONSTRUCTION Capital**

8. No invoicing or reimbursement will occur for the CONSTRUCTION CAPITAL PROJECT COMPONENT.
## Contract Summary Sheet

### General Contract Information

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Amendment No.</th>
<th>Contract Class:</th>
<th>Department:</th>
<th>Project Delivery:</th>
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<tbody>
<tr>
<td>03631</td>
<td>Anser Advisory Management, LLC</td>
<td>Construction Management Services for the I-10 Alabama IC Construction project</td>
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List Any Related Contract Nos.: 17-1001603

### Dollar Amount

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<thead>
<tr>
<th>Description</th>
<th>Original Contract</th>
<th>Prior Amendments</th>
<th>Current Amendment</th>
<th>Total/Revised Contract Value</th>
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### Total Dollar Authority (Contract Value and Contingency)

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### Contract Management (Internal Purposes Only)

- Other Contracts: No
- Sole Source: No
- No Budget Adjustment
- Local
- Construction Management

### Accounts Payable

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<tr>
<th>Estimated Start Date</th>
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<th>Revised Expiration Date</th>
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### Additional Notes:

- Project Manager (Print Name): Heng Chow
- Task Manager (Print Name): Paula Beauchamp

Form 200 11/19/2019

Attachment: CSS-19-1002248 (5948 : I-10 Alabama - City Coop Amendment 1, CT Financial Contribution Coop, CT Const Coop, and CM Award)
ATTACHMENT A - SCOPE OF WORK
INDEX

A. DESCRIPTION OF SERVICES

B. PERFORMANCE REQUIREMENTS

C. DUTIES AND RESPONSIBILITIES
   1. Pre-construction Services
   2. Bid Process
   3. Project Administration
   4. Construction Coordination
   5. Construction and Landscape Inspection
   6. Project Support
   7. Cost and Schedule
   8. Construction Change Orders and Claims
   9. Safety
   10. Project Close Out

D. DELIVERABLES

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

F. MATERIALS TO BE FURNISHED BY SBCTA

G. STANDARDS

H. AVAILABILITY AND WORK HOURS

I. LIMITATIONS TO AUTHORITY

J. THIRD PARTY RELATIONSHIPS

K. CONSTRUCTION SITE SAFETY

L. BASIS FOR SURVEY AND MONUMENT STAKING

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES
A. DESCRIPTION OF SERVICES

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

I-10 Alabama Street Improvement Project

The I-10 Alabama Street Improvement Project includes widening Alabama Street in the northbound direction to accommodate a right turn pocket at the I-10 eastbound on-ramp. In addition, shoulders, sidewalks, and curb ramps will be brought to current Americans with Disabilities Act (ADA) standards along Alabama Street in the northbound direction. Alabama Street is also proposed to be widened in the southbound direction to accommodate a right turn pocket at the westbound on-ramp. The project also proposes to widen and reconstruct the west and eastbound off-ramps to provide a total of four lanes at the terminus; one dedicated left turn lane, one dedicated right turn lane, one shared left/through lane and one shared right/through lane. Retaining walls are proposed along the westbound off-ramp, eastbound off-ramp, and along the right-turn pocket on northbound Alabama Street. Boring for geotechnical investigation and potholing will be required for construction of the proposed improvements. The existing bridge railing on the Alabama Street Overcrossing is not up to current Caltrans standards; upgrading this item is outside the project scope.

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

Services

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

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

Insofar as the Consultant’s approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the Consultant. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that establish the firm’s ability to adequately and appropriately staff and manage the project.
SBCTA anticipates that the total contract will be approximately 40 months in duration, with preconstruction services starting in July 2020, advertise construction contract in January 2021, award construction contract in April 2021, and construction starting in June 2021, and ending in November 2023. Project will require a landscape plant establishment period of 12 months followed by closeout activities not exceeding two months. The estimated construction capital cost of the project is about $10.9 million.

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

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

Mr. Henry Stultz, SBCTA Construction Manager

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

B. PERFORMANCE REQUIREMENTS

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

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

CONSULTANT shall furnish a licensed Landscape Architect. The Landscape Architect shall be assigned to direct and coordinate landscape construction activities under this contract.

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

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

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

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

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

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

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

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

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

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

It is the intent of SBCTA to maintain a consistency of material testing/source inspection quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same personnel for the duration of construction of each project.
On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SBCTA Construction Manager.

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

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

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

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

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

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

CONSULTANT personnel will:

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

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

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services
a. Schedule

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

b. Budget

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

c. Constructability Review

CONSULTANT shall review 65% and 95% Project plans and special provisions for possible errors and deficiencies and report such findings to SBCTA in a format provided by SBCTA.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SBCTA, as requested, with the following tasks:

1) Review of bid documents
2) Preparation of bid tabulations

b. Pre-construction Meetings

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

c. Contract Award

CONSULTANT shall assist SBCTA, as requested, with the following tasks:

1) Review of bid for completeness and responsiveness
2) Perform bid analysis
3) Development of contractor payment schedules, and other procedural items.
4) Checking Contractor references, licenses, insurance, and sureties.
5) Coordination with prospective Contractor for award of construction contract(s).
All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and LAPM.

3. Project Administration

a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.

b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate.

c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.

d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.

e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SBCTA Major Projects Portal.

g. CONSULTANT shall monitor Contractors’ construction schedules on an ongoing basis and alert SBCTA to conditions that may lead to delays in completion of the Project.

h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SBCTA. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, highlights and critical issues.

i. CONSULTANT shall review and ensure compliance with environmental requirements.

j. CONSULTANT shall participate in partnering sessions with the Contractor, SBCTA, and Local Agencies, as required.

k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
1. CONSULTANT shall review Contractors’ certified payroll records and ensure compliance with the requirements of the construction contract.

m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).

n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).

o. CONSULTANT shall maintain “redlined” as-built plans, as described in the Caltrans Construction Manual, on an ongoing basis throughout the duration of the Project. These as-built plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable.

4. Construction Coordination

a. CONSULTANT shall maintain regular contact with SBCTA’s Construction Manager or designee.

b. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.

c. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SBCTA. Should SBCTA determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.

d. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.

e. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SBCTA Construction Manager or designee. CONSULTANT shall log and track all submittals and requests.

f. CONSULTANT shall provide a qualified Storm Water Pollution Prevention Plans SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared SWPPP and coordinate approval with SBCTA and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
g. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Construction Manager or designee.

h. CONSULTANT shall review and approve falsework and shoring plans.

i. CONSULTANT shall review and approve Traffic Control Plans and forward to SBCTA for Caltrans/City/County approvals, as necessary.

j. CONSULTANT shall coordinate all Project construction activities with other ongoing projects within and adjacent to the Project limits.

5. Construction and Landscape Inspection

a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate State and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.

b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.

c. CONSULTANT shall establish and maintain cooperative relations with those contacted during the course of work and be able to communicate effectively, both orally and in writing. Except as otherwise directed by the SBCTA Construction Manager, all written, project related correspondence prepared by CONSULTANT shall be issued on CONSULTANT’s letterhead and not on SBCTA’s letterhead.

d. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.

e. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans’ Storm Water Pollution Prevention Program.

f. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:

1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping
inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.

2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.

3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.

4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.

5) Maintaining awareness of safety and health requirements. Monitoring Contractors’ compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.

6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.

7) Preparing construction sketches, drawings, and cross-sections, as necessary.

8) Assisting in the preparation of as-built plans.

9) Providing inspections for environmental compliance.

10) Maintaining awareness of water discharge requirements. Monitoring Contractors’ compliance with applicable regulations and construction contract provisions.

11) Monitoring Contractors’ compliance with applicable regulations required by AQMD.

12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

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

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.

c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.

d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

e) Perform construction staking, including but not limited to:

i. Utility relocations
ii. Clearing limits
iii. Slope staking
iv. Storm drain, sanitary sewer, and irrigation systems
v. Drainage structures
vi. Curbs, gutters, and sidewalk
vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
viii. Rough grade
ix. Finish grade

f) Monitor for settlement, if required.

g) Global Positioning Satellite (GPS) equipment shall be made available if required by SBCTA

2) Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.
3) Open Ended Traverses and Profile Data Sheets

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

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

4) Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

5) Right of Way Lines

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

a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans “Survey Manual” and the State of California Land Surveyor’s Act.

b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor’s Act and the California Subdivision Map Act.

c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

a) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right or way and easement lines, staking for right of way and easement fences.

b) Final monumentation, which includes setting of centerline points of control upon completion of construction.
6) Special Design – Data Surveys

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

7) Control Survey

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

8) Topographic Surveys

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

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

b. Materials Testing, Source Inspection and Geotechnical Services

1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

2) All field and laboratory testing is to be performed in accordance with California Test Methods.

3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

1) General Public Outreach Plan

a) SBCTA’s primary goal is to assure the public that SBCTA is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.

b) SBCTA will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:
i. Local Agency
ii. SBCTA Board
iii. Emergency Service Providers
iv. School Transportation Coordinator(s)
v. Local Business Community
   i) Specific businesses with expanding priority based on proximity to work zone and detours
   ii) Chamber of Commerce
vi. Commuters
vii. Recreational Travelers
viii. Trucking Industry
ix. Local media
   i) Print
   ii) Radio
   iii) Television

c) In the weeks prior to the selection of a construction contractor, SBCTA may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.

d) Following the emergency responders briefing, SBCTA may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.

e) Just prior to the start of field construction activities, SBCTA and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SBCTA) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.

f) Prior to construction beginning, SBCTA and CONSULTANT may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SBCTA) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.

g) Near the completion of the construction Project, SBCTA and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
h) At various stages throughout the Project, SBCTA will request support from CONSULTANT for the following items:

   i. Establish and maintain stakeholder and/or ‘interested parties’ list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.).

   ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SBCTA contact information, LOCAL AGENCY contact information, photos, logos, etc.)

   iii. Weekly media advisories (use SBCTA template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SBCTA Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.

   iv. Emergency notices – when needed.

   v. Develop web content for project tab on SBCTA website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SBCTA Public Information Office for approval prior to submitting to webmaster.

2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SBCTA Public Information Office before agreeing to appear.

3) All media inquiries shall be directed to the SBCTA Public Information Office.

d. Permits

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

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

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

b. CONSULTANT shall review and monitor Contractor’s schedule and inform SBCTA of any significant changes or deviations in the schedule.

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

8. Contract Change Orders and Claims

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

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

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

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

c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SBCTA as determined by SBCTA’s Construction Manager.

d. CONSULTANT shall assist SBCTA, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SBCTA or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:
a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SBCTA with monthly status of safety reports.


c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.

d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.

b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.

c. CONSULTANT shall review and verify completeness of final as-built drawings as provided by the design engineer.

d. CONSULTANT shall conduct a final walk-through with SBCTA, Caltrans, Local Agencies, Contractors and design engineers.

e. CONSULTANT shall prepare final construction reports including the Project Completion Report.

f. CONSULTANT shall prepare and deliver to SBCTA all Project files.

g. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all Project permits.

h. Project closeout services will be completed within two months of project acceptance.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries and Resident Engineers’ daily diaries.

2. Monthly Project Activity Summary Reports and SIQMP Monthly Reports.

3. Monthly update of all files to SBCTA Portal.

4. Monthly Contractor progress payments, back-up documentation and Contractor payment records.

5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Project Acceptance by SBCTA of the completed construction Project.

7. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports and Contractor payment records per Caltrans Construction Manual.

8. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.

9. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SBCTA with the Project files.

10. Unless otherwise specified in the survey request, the deliverables shall conform to the following:

   a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.

   b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.

   c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SBCTA. A copy of all survey documents furnished by SBCTA shall be retained by CONSULTANT for future reference.

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

   d. Deliverables to the Resident Engineer shall follow the format specified below:

      1) Horizontal Control
      2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
      3) Vertical Control
      4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
      5) Topography
6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.

e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

1) Conventional Cross – Sections (each cross – section):
For each cross-section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.

2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross-sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.

3) Data Collector Data
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.

4) Other—As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Attachment B of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SBCTA in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SBCTA.

2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.

3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.

4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).

5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:

   a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.

c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans’ Quality Assurance Program Manual.

6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

a. Survey vehicles:
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

b. Data Processing Systems:
Data processing systems shall include hardware and software to:
1) Performing survey and staking calculations from the design plans and specifications;
2) Reduce survey data collected with conventional and total station survey systems;
3) Perform network adjustments for horizontal and vertical control surveys;
4) Format survey data to be compatible with the Caltrans computer survey and data system.

c. Drafting equipment and supplies.

d. Digital calculators.

e. Hand tools as appropriate for the requested survey work.

f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.

h. Leveling instruments and equipment:
1) Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
2) Suitable level rods for the work to be performed.

i. Distance measuring instruments and equipment:
1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
2) Prisms, sufficient to perform the required work.
3) Tapes; steel, cloth.

j. Angle measuring instruments and equipment:
   1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
   2) Targets as required to perform the work.

k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.

l. Radio or cellular communications equipment for communication between field office and field crews.

m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SBCTA

1. SBCTA will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SBCTA will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.

2. SBCTA will provide copies of all previously secured permits and Project authorizations.

3. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the “Manual of Test”.

G. STANDARDS

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

1. Construction Manual and its revisions
5. Caltrans Standard Specifications and Standard Plans
6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
7. Manual of Test (3 volumes)
8. Survey Manual


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

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

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

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

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

H. AVAILABILITY AND WORK HOURS

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

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

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.

2. Approve substitute materials or equipment; except as authorized in writing by SBCTA.

3. Conduct or participate in tests or third party inspections; except as authorized in writing by SBCTA.

4. Assume any of the responsibilities of the Contractors, Contractors’ Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.

6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.

7. Verbally authorize or approve change orders or extra work for the Project.

8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

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

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

K. CONSTRUCTION SITE SAFETY

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

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.

2. CONSULTANT’s field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.

3. CONSULTANT will provide appropriate safety training for all CONSULTANT’s personnel, including work on and near highways.

4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

SBCTA will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SBCTA will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT
performed surveys to be the designated control monuments and the values. Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT’S surveyor who is in “responsible charge” of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

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

1. Project Manager
   a. A minimum of five (5) years' project management experience on similar construction projects is desired.
   b. Accessible to SBCTA at all times during normal working hours.
   c. A thorough understanding of Caltrans construction practices and procedures. The Project Manager will assume the following functional responsibilities:
      1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
      2) Assign personnel to projects on an as-needed basis.
      3) Administer personal leave.
      4) Prepare monthly reports for delivery to SBCTA.

2. Resident Engineer
   a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
   b. Licensed Professional Civil Engineer in the State of California.
   c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
   d. Accessible to SBCTA at all times including weekends and holidays.
   e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
   f. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
      1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
2) Assign field personnel to specific project tasks.
3) Monitor and track Contractor progress.
4) Prepare daily, weekly and monthly reports as required.
5) Coordinate utility relocations with appropriate agencies and the utility inspector.
6) Act as prime field contact between various project Contractors and SBCTA’s Construction Manager.

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

4. Licensed Landscape Architect
   a. A minimum of four (4) years' experience on similar construction projects is desired.
   b. Licensed Professional Landscape Architect in the State of California
   c. Ability to work independently, make effective decisions concerning construction work in progress and solve field problems.
   d. Accessible to SBCTA at all times including weekends and holidays.
   e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
   f. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
g. Ability to use typical computer software for word processing and preparing spreadsheets.

h. Reasonably accessible to SBCTA during normal working hours.

i. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.

j. Ability to work independently, make effective decisions concerning construction work in progress and solve field problems.

k. Possess a thorough understanding of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollution Discharge Elimination System (NPDES) as they relate to highway Landscape Construction projects.

l. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.

m. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

The Landscape Architect will assume the following functional responsibilities.

1) Monitor and provide direction to CONSULTANT inspection personnel concerning contractor compliance with special provisions and plant maintenance.

2) Monitor and track Contractor progress.

3) Prepare daily, weekly and monthly reports as required.

5. Lead Field Inspector

a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.

b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Ability to direct the efforts of subordinate inspectors.

e. Ability to use an automatic level and transit for the purpose of verifying line and grade.

f. Certified as a Qualified SWPPP Developer or Practitioner is desired.
Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
6) Provide input for the redesign of facilities to fit existing field conditions.
7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

6. Field Inspector

a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.

b. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.

c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.

d. Ability to use an automatic level and transit for the purpose of verifying line and grade.

e. Certified as a Qualified SWPPP Developer or Practitioner is desired.

f. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:

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

7. **Structural Representative or Lead Structural Inspector**

   a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.

   b. Licensed Professional Civil Engineer in the State of California.

   c. Knowledge of stress analysis, structural mechanics, and strength of materials.

   d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various bridge construction materials including concrete.

   e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.

   f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.

   g. Ability to direct the efforts of subordinate inspectors.

   h. Ability to use an automatic level and transit for the purpose of verifying line and grade.

   i. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:

      1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.

      2) Make grade, alignment, quantity, falsework, and shoring calculations.

      3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.

      4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

      5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.

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

9. **Office Engineer**
   a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
   b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
   c. Knowledge of Caltrans system of document organization.
   d. Knowledge of construction records and accounting procedures.
   e. Knowledge of documentation, procedures, and reporting for federally funded projects.
   f. Knowledge of laws and regulations governing the payment of prevailing wages.
   g. The Office Engineer will assume the following functional responsibilities:
1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
2) Prepare and process contract change orders.
3) Monitor construction budget and schedule.
4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
5) Perform routine calculations and checking of quantities.
6) Coordinate all office activities and functions with SBCTA representatives.

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

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

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

a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.

b. Be familiar with construction practices and be fully aware of construction activities at the Project site.

c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.

d. Specific qualifications for technicians are as follows:

1) **CONSTRUCTION TECHNICIAN I**

   a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:

   i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.

   ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.

   b) Knowledge and Skills Required

   i. Knowledge of tools, equipment and vehicles utilized in construction.

   ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.

   iii. Knowledge of basic mathematics used in the computation of a variety of construction items.

   iv. Knowledge of record keeping, preparing of documents and reports.

2) **CONSTRUCTION TECHNICIAN II**

   a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:

   i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.

   ii. Collect and analyze soil samples of construction materials
to determine compaction and moisture content.

iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.

iv. Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.

v. Answers questions and resolves problems.

vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.

vii. Keeps daily diary of work progress.

viii. Prepares reports on all field inspections and submits project quantities on a daily basis.

ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

i. All knowledge and skills required of lower classification.

ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.

iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:

i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.

ii. Perform a variety of structural material tests and inspections.

iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.

iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.

v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.

vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.

vii. Recommends approval of proposed Project changes.
b) Knowledge and Skills Required

i. All knowledge and skills required of lower classifications.

ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.

iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.

iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.

v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

12. Construction Surveying Project Manager

a. A minimum four (4) years’ project management experience on similar construction projects is desired.

b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.

c. Accessible to the Resident Engineer and SBCTA at all times during normal working hours as specified in this Scope of Services.

d. Under the direction of the Resident Engineer, the Construction Surveyor Project Manager will be responsible for:

1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
2) Assign personnel to projects on an as-needed basis.
3) Administer personal leave, subject to approval of the Resident Engineer.
4) Prepare monthly reports for delivery to the Resident Engineer.

13. Field Party Chief(s)

a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:

1) A licensed Land Surveyor in the State of California.
2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in “responsible charge” of the work. “Responsible Charge” is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor’s Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted...
b. The Party Chief(s) should have a minimum two (2) years’ survey experience on similar construction projects and possess the following additional capabilities:

1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
2) Ability to make effective decisions concerning field problems and work in progress.
3) Familiarity with typical coordinate geometry computer programs.
4) Familiarity with safety requirements for surveying near traffic.

c. The Party Chief(s) will assume the following responsibilities:

1) Perform construction staking services for Project construction.
2) Administer day to day activities for the survey party.
3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

14. Survey Crews

a. Qualifications for survey crew members should include the following:

1) A minimum of one (1) year of survey experience on similar construction projects is desired.
2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
3) Ability to assist Party Chiefs and office personnel in all required surveying work.
4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

1) Perform basic calculations to support construction staking.
2) Maintain continuous communication with Party Chiefs and office personnel.
Minute Action

AGENDA ITEM: 8

Date:  June 11, 2020

Subject:
Capital Project Needs Analysis Submittals and Funding Allocations for the Valley Major Street Program/Arterial Sub-program for Fiscal Year 2020/2021

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 Project List for the Measure I Valley Major Street Program/Arterial Sub-program allocations for Fiscal Year 2020/2021 as referenced in Attachment A.

Background:
In the Measure I 2010-2040 Strategic Plan, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved creation of the San Bernardino Valley Arterial Sub-program under the Major Street Projects Program. Strategic Plan Policy No. 40006 requires each Valley Subarea jurisdiction to execute a Jurisdiction Master Agreement (JMA) to be eligible for reimbursement of Measure I San Bernardino Valley Arterial Sub-program funds. The agreement serves as a multi-year contract for the entirety of Measure I 2010-2040. The City of Chino Hills is the only jurisdiction that has not yet executed a JMA as they had the majority of their funds allocated to them through the Project Advancement Agreement process.

Additionally, as required by policy, Valley jurisdictions must prepare, adopt, and annually submit to SBCTA by September 30th their Capital Project Needs Analysis (CPNA), a list of projects for which they plan to request reimbursement of the public share in the next five years (Attachment A). Projects listed in the first two years and any unreimbursed expenditures from prior years are eligible for reimbursement in Fiscal Year 2020/2021. Besides identifying the need for Measure I funds by project phase, the complete submittal also lists other anticipated funding sources, including the required development mitigation fair share funds.

Reimbursement is subject to each jurisdiction’s equitable share and arterial fund allocation limits; therefore, approval of the list does not guarantee availability of funds for reimbursement. However, there is an allowance for a jurisdiction to advance up to five years of allocations if there is a sufficient fund balance in the cumulative arterial fund and the advance is approved by the SBCTA Board. To date, advances have been approved for the cities of Montclair, Ontario, San Bernardino, Upland, and Yucaipa. The arterial project list also contains projects where arterial funds have been pledged as collateral for development impact fee term loans. These projects are prioritized for use of arterial funds.

The Arterial Sub-program current year funding allocations were approved by the SBCTA Board on April 1, 2020 and June 3, 2020, as part of the Fiscal Year 2020/2021 Budget planning process. Attachment B shows the Board-approved allocations for Fiscal Year 2020/2021 (Columns D and E), the total allocations to date, project reimbursements to date, and arterial funds identified as collateral for development impact fee term loans. Beginning in Fiscal Year 2021/2022, adjustments will be made to each city’s share over a fifteen-year period to achieve

Entity: San Bernardino County Transportation Authority
fair share equity between actual program revenue and approved allocations among jurisdictions. Also listed as additional information is the total of each agency’s five-year CPNA need for funds and whether they have a Board-approved five-year advance. Based on the submittals, additional cities may be in need of five-year advances in order to complete their projects.

**Financial Impact:**
This item is consistent with the adopted Fiscal Year 2020/2021 Budget.

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

**Responsible Staff:**
Ellen Pollema, Management Analyst II
<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Project Description</th>
<th>Nexus Project Cost</th>
<th>Current Cost Estimate</th>
<th>MI Prior</th>
<th>MI FY 20/21</th>
<th>MI FY 21/22</th>
<th>MI FY 22/23</th>
<th>MI FY 23/24</th>
<th>MI FY 24/25</th>
<th>MI Future</th>
<th>MI Total</th>
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<td>Chino</td>
<td>Widen Pine Ave from El Prado Rd to SR-71 from 2 to 4 lanes</td>
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<td>Chino Hills</td>
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<td>Widen Cherry Ave Bridge from Merrill Ave to Whittrum from 4 to 6 lanes</td>
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<td>Ph.1: Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes</td>
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Attachment: Attachment A - Arterial Projects Eligible for Reimbursement [Revision 2] (6056 : CPNA)
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<td>$22,338,339.06</td>
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<td>$1,596,227</td>
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<td>$16,623,176</td>
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<td>4.074%</td>
<td>$4,691,051.20</td>
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<td><strong>TOTALS</strong></td>
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* Five-year advance would be required to implement CPNA projects but would only partially fund arterial need.
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<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
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</table>

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.
**The intent of this study session is to consider matters within the Valley Subarea. However, the meeting is open to participation from representatives of the Mountain/Desert Subarea. Absenteeism will only be attributed to those representatives from the Valley Subarea.**
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.

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<tr>
<th>Acronym</th>
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<td>AB</td>
<td>Assembly Bill</td>
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<td>Alameda Corridor East</td>
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<tr>
<td>ACT</td>
<td>Association for Commuter Transportation</td>
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<tr>
<td>ADA</td>
<td>Americans with Disabilities Act</td>
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<tr>
<td>ADT</td>
<td>Average Daily Traffic</td>
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<tr>
<td>APTA</td>
<td>American Public Transportation Association</td>
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<tr>
<td>AQMP</td>
<td>Air Quality Management Plan</td>
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<tr>
<td>ARRA</td>
<td>American Recovery and Reinvestment Act</td>
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<tr>
<td>ATMIS</td>
<td>Advanced Transportation Management Information Systems</td>
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<td>California Association for Coordination Transportation</td>
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<td>CALSAFE</td>
<td>California Committee for Service Authorities for Freeway Emergencies</td>
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<td>CARB</td>
<td>California Air Resources Board</td>
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<td>California Environmental Quality Act</td>
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<td>CMP</td>
<td>Congestion Management Program</td>
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<td>VCTC</td>
<td>Ventura County Transportation Commission</td>
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<td>VVTA</td>
<td>Victor Valley Transit Authority</td>
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<tr>
<td>WRCOG</td>
<td>Western Riverside Council of Governments</td>
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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