

REVISED AGENDA
Board of Directors Metro Valley Study Session

March 11, 2021

*****Start Time: 9:30 AM*****

**MEETING ACCESSIBLE VIA ZOOM AT: <https://gobeta.zoom.us/j/93345607725>
<https://gobeta.zoom.us/j/92586807689>**

Teleconference

Dial: 1-669-900-6833

Meeting ID: ~~933-4560-7725~~ **925 8680 7689**

This meeting is being conducted in accordance with Governor Newsom's Executive Order N-29-20.

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, Vice Mayor
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 Pro Tem
City of Highland

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

John Dutrey, Mayor
City of Montclair

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Paul Barich, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

John Valdivia, Mayor
City of San Bernardino

Carlos Garcia, Council Member
City of Upland

David Avila, Council Member
City of Yucaipa

Mountain/Desert Representatives

Gerardo Hernandez, Mayor Pro Tem
City of Adelanto

Art Bishop, Council Member
Town of Apple Valley

Paul Courtney, Mayor
City of Barstow

Rick Herrick, Mayor Pro Tem
City of Big Bear Lake

Cameron Gregg, Mayor
City of Hesperia

Edward Paget, Vice Mayor
City of Needles

Joel Klink, Council Member
City of Twentynine Palms

Debra Jones, Mayor
City of Victorville

Rick Denison, Council Member
Town of Yucca Valley

County Board of Supervisors

Paul Cook, First District

Janice Rutherford, Second District

Joe Baca, Jr., Fifth District

Ex-Officio Member – Michael Beauchamp, Caltrans District 8 Director

Ray Wolfe, Executive Director

Julianna Tillquist, General Counsel

San Bernardino County Transportation Authority
San Bernardino Council of Governments

REVISED AGENDA

Board of Directors Metro Valley Study Session

March 11, 2021
9:30 AM

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Interested persons may submit Public Comment in writing to the Clerk of the Board at clerkoftheboard@gospbcta.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 March 10, 2021.

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 - Ashley Izard

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

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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. SBCTA Fiscal Year 2021/2022 Budget – Metro Valley Study Session Task Review

Pg. 23

Review and provide direction relative to proposed tasks and budgetary information to be included in the Fiscal Year 2021/2022 Budget.

Presenter: Hilda Flores

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

4. Receive a Presentation on Contract Analytics

Pg. 84

Receive a presentation on the contract analytics dashboard and an overview of construction contract costs overseen by San Bernardino County Transportation Authority.

Presenter: Jeffery Hill

This item is scheduled for review by the Mountain Desert Policy Committee on March 19, 2021. SBCTA Procurement Manager has reviewed this item.

Discussion - Project Delivery

5. On-Call Legal Contracts Award

Pg. 85

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

A. Approve award of Contract No. 21-1002498 with Best Best & Krieger LLP, for On-Call Legal Services in an amount as described in Recommendation D.

B. Approve award of Contract No. 21-1002555 with Woodruff, Spradlin & Smart, A Professional Corporation, for On-Call Legal Services in an amount as described in Recommendation D.

C. Approve award of Contract No. 21-1002553 with Kaplan Kirsch Rockwell LLP, for On-Call Legal Services in an amount as described in Recommendation D.

Agenda Item 5 (cont.)

D. Approve expending an amount not-to-exceed \$10,000,000 among Best Best & Krieger LLP (21-1002498), Woodruff, Spradlin & Smart, A Professional Corporation (21-1002555), and Kaplan Kirsch Rockwell LLP (21-1002553) over a five-year term, with two one-year options to extend, for a total not-to-exceed amount of \$10,000,000.

Presenter: Paula Beauchamp

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

Discussion - Regional/Subregional Planning

6. California State Transportation Agency Initiative on the Climate Action Plan for Transportation Infrastructure

Pg. 173

Receive information on the California State Transportation Agency's Climate Action Plan for Transportation Infrastructure.

Presenter: Steve Smith

This item will also be presented to the Mountain/Desert Policy Committee on March 19, 2021. This item is not scheduled for review by any other policy committee or technical advisory committee.

Discussion - Transportation Programming and Fund Administration

7. Amendment No. 2 to South Milliken Grade Separation Project Funding Agreement

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

Approve Amendment No. 2 to Funding Agreement No. 17-1001620 with the City of Ontario (City) for the South Milliken Grade Separation Project to increase the total project cost by \$1,400,000, to be funded by the City in the amount of \$279,241 and by Measure I Valley Grade Separation Program funds in the amount of \$1,120,759, and to extend the termination date to June 30, 2024.

Presenter: Vanessa Schoenewald

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

8. Baseline Agreements for the I-15 Corridor Auxiliary and Express Lanes and I-10 Eastbound Truck Climbing Lane Projects

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

A. Approve the Trade Corridor Enhancement Program Baseline Agreement No. 21-1002565 with the California Transportation Commission and the California Department of Transportation for the Interstate 15 Corridor Auxiliary and Express Lanes Project.

Agenda Item 8 (cont.)

B. Approve the Trade Corridor Enhancement Program Baseline Agreement No. 21-1002563 with the California Transportation Commission and the California Department of Transportation for the Interstate 10 Eastbound Truck Climbing Lane Project.

Presenter: Vanessa Schoenewald

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

9. Measure I Valley Major Street Projects Program Allocation Planning for Fiscal Year 2021/2022

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

Approve the following amount for consideration in the SBCTA Fiscal Year 2021/2022 Budget: Valley Major Street Arterial Sub-Program for \$24,515,960.60.

Presenter: Andrea Zureick

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

Public Comment

Brief Comments from 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 March 10, 2021.

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

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Acronym List

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Mission Statement

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The next Board of Directors Metro Valley Study Session is scheduled for April 15, 2021.

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 Executive Order N-29-20 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/ 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: *March 11, 2021*

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

Item No.	Contract No.	Principals & Agents	Subcontractors
2-A	19-1002181	Granite Construction Company <i>Joseph P. Richardson</i>	Alcorn Fence Company Chrisp Company Drill Tech Drilling & Shoring Ferreira Construction Co., Inc. Integrity Rebar Placers Marina Landscape Statewide Traffic & Safety Signs
2-B	19-1002078	Guy F. Atkinson Construction, LLC (dba Guy F. Atkinson) <i>Timothy Stroud</i>	All American Asphalt Cal Stripe, Inc. Case Pacific Company Commercial Metals Company Cooper Engineering, Inc. Coral Construction Company DeesBurke Engineering Contractors, LLC Diverscape, Inc. Dywidag Systems International USA, Inc. Ferreira Construction Company, Inc. Foundation Pile, Inc. Harber Companies, Inc. L. Johnson Construction, Inc. Maneri Traffic Control, Inc. Penhall Company

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

Board of Directors Metro Valley Study Session Agenda Item

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			Treesmith Enterprises, Inc. Universal Construction
2-C	17-1001614	Diversified Landscaping Company <i>Vicki Morlaez</i>	DB Electric, Inc. Maneri Traffic Control, Inc. TreeSmith Enterprises, Inc.
2-D	17-1001599	Lane-Security Paving Joint Venture <i>Giuseppe Quarta</i> <i>Joseph Ferndino</i>	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

Board of Directors Metro Valley Study Session Agenda Item

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2-D Cont'			Global Road Sealing Golden State Boring & Pipe Hanes Geo Components Harber Companies Highlight Electric 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
5-A	21-1002498	Best Best & Krieger LLP <i>Steve DeBaun</i>	None
5-B	21-1002555	Woodruff, Spradlin & Smart, A Professional Corporation <i>Craig Farrington</i>	None
5-C	21-1002553	Kaplan Kirsch Rockwell LLP <i>Brent E. Butzin</i>	None

Financial Impact:

This item has no direct impact on the budget.

San Bernardino Council of Governments
 San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

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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

Approved
Board of Directors Metro Valley Study Session
Date: March 11, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: *March 11, 2021*

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 eleven (11) 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 through February 23, 2021. The CCOs are listed below.

A. Contract Number (CN) 19-1002181 with Granite Construction Company for the Archibald Avenue Improvements Project at State Route 60 (SR 60): CCO No. 10 (\$8,500.00 increase to compensate the Contractor for removal of man-made-buried-objects), CCO No. 11 (no cost CCO for revised retaining wall details), CCO No. 16 (\$33,942.75 increase to compensate the Contractor for drainage systems modifications), CCO No. 20 (\$15,553.94 increase to compensate the Contractor for furnishing two new fire hydrants), CCO No. 23 (\$31,247.42 credit due to concrete pavement revisions), CCO No. 24 (\$5,000.00 increase to compensate the Contractor for an irrigation valve repair), CCO No. 26 (\$6,720.00 increase to compensate the Contractor for removal of conflicting trees), and CCO No. 28 (\$34,628.10 increase to compensate the Contractor for modifications to an existing 24-inch drainage pipe and related structures).

B. 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. 21 (\$7,000.00 increase to compensate the Contractor for missing deck drain grates), CCO No. 23 (\$10,000.00 increase to compensate the Contractor for additional temporary fence), CCO No. 27 (\$26,218.00 increase to compensate the Contractor for revised Cast-In-Drilled-Hole, CIDH, foundation and CIDH pile quantities), and CCO No. 30 (\$5,000.00 increase to compensate the Contractor for Just-in-Time, JIT, training per the Standard Specifications).

C. CN 17-1001614 with Diversified Landscape Company for the I-215 Segments 2 Landscape Replacement Project: CCO No. 18 (\$21,508.05 increase to compensate the Contractor for field measured gravel mulch quantities).

D. 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. 30 (\$719,277.00 increase to compensate the Contractor for right-of-way and utility design revisions), CCO No. 31 (\$25,767.00 increase to compensate the Contractor for additional design revisions for right-of-way changes), CCO No. 32 (\$30,380.00 increase to compensate the Contractor for clearing of the Temporary Construction Easement, TCE, and an existing private pool mitigation work), CCO No. 33 (\$77,892.00 increase to compensate the Contractor for additional rock curb extension at Euclid Avenue), and CCO No. 34 (\$79,732.00 increase to compensate the Contractor for added 7th Street and 2nd Avenue sidewalk improvements).

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

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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 No. 0823 I-10 Corridor Contract 1, No. 0887 SR 210 Lane Addition, and No. 0838 Interstate 215 Corridor Landscape; and Task No. 0830 Interchange Projects, Sub-Task No. 0803 SR 210 Baseline Road Interchange, and 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.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors Metro Valley Study Session
Date: March 11, 2021
Witnessed By:

Board of Directors Metro Valley Study Session
Construction Change Orders Log

I-10 Tippecanoe Avenue Landscaping EEP – Executed Change Orders		
Number	Description	Amount
1	Replace Frost Damaged Plant Material	\$796.00
2	Replace Caltrans Phase I Irrigation Controller	\$7,777.09
3	Additional Tree Replacement	\$859.86
CCO TOTAL		\$9,432.95
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$31,590.00

Archibald Avenue Improvements Project at SR 60 – Executed Change Orders		
Number	Description	Amount
3	Maintain Traffic	\$25,000.00
4	Maintain Existing Electrical Systems	\$15,000.00
5	Staging Changes	(\$267.57)
6	Partnering	\$20,000.00
7	SWPPP Maintenance	\$25,000.00
10	Removal of Man-Made-Buried-Object	\$8,500.00
11	Revised Retaining Wall Details	\$0.00
13	Water Line Revisions	\$55,889.00
14	Conflicting Palm Trees Removal	\$10,000.00
15	Combine Stages 2 and 3 for Retaining Wall 16	\$0.00
16	Drainage Systems Modifications	\$33,942.75
18	Revised Closure Hours and Irrigation Crossover	\$9,000.00
20	Furnish Two Fire Hydrants	\$15,553.94
23	Pavement Revisions	(\$31,247.42)
24	Irrigation Valve Repair	\$5,000.00
26	Removal of Conflicting Trees	\$6,720.00
28	Modify Existing Drainage Pipe and Structures	\$34,628.10
CCO TOTAL		\$ 232,718.80
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,122,333.00

SR 210 Lane Addition, Base Line I/C and Pavement Rehabilitation – Executed Change Orders		
Number	Description	Amount
1	Maintain Traffic SR 210 Lane Addition	\$300,000.00
2	Maintain Traffic SR 210 Base Line Interchange	\$50,000.00
3	Maintain Traffic SR 210 Pavement Rehabilitation	\$150,000.00
4	Partnering	\$100,000.00
5	Dispute Resolution Board	\$50,000.00
5 S-1	Revised Dispute Resolution Board Specifications	\$0.00
6	Federal Training Program	\$50,000.00
7	Storm Water Best Management Practice Maintenance	\$100,000.00
8	Existing Roadway Repair	\$80,000.00
9	Bird Exclusionary Devices	\$50,000.00
10	Added Environmental Requirements	\$85,491.00
12	K-rail Relocation Due to A Public Incident	\$15,000.00
13	Revised Ramp Closure Charts	\$0.00
14	Revised Pile Layout for Retaining Wall 1021	\$24,312.00

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

15	Revisions to Santa Ana River Bridge Abutment 7-Right	\$4,035.00
16	Removal of Buried Man-Made Objects	\$75,000.00
17	Repair of Existing Irrigation Crossovers	\$20,000.00
18	Agency Provided Street Name Signs	(\$4,832.59)
19	Removal of Asbestos Shims at Sterling Ave Bridge	\$12,017.12
21	Deck Drain Grates	\$7,000.00
23	Added Temporary Fence	\$10,000.00
27	CIDH Foundation and Pile Quantity Adjustment	\$26,218.00
30	Just in Time (JIT) Training	\$5,000.00
CCO TOTAL		\$ 1,209,240.53
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$34,927,690.07

SR 210 Pepper Avenue Interchange EEP – Executed Change Orders		
Number	Description	Amount
1	Repairs to Existing Site Irrigation	\$10,000.00
CCO TOTAL		\$10,000.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$31,244.80

I-215 Segment 1 & 3 Landscape Replacement Project – Executed Change Orders		
Number	Description	Amount
1	Maintain Public Traffic	\$25,000.00
2	Storm Water Shared Costs	\$25,000.00
3	Establish Dispute Resolution Advisor	\$5,000.00
4	Remove and Dispose of Rock Cobble	\$10,000.00
4 S-1	Additional Funds	\$15,000.00
4 S-2	Additional Funds	\$4,854.82
5	Cleaning of Drainage Systems	\$25,000.00
6	Removal of Dead Trees	\$10,000.00
7	Change from 15 Gallon to 5 Gallon Plant Size	(\$43,663.00)
7 S-1	Additional Funds	\$2,221.02
8	Repairs to Existing Facilities	\$3,000.00
8 S-1	Additional Funds	\$2,000.00
8 S-2	Additional Funds	\$4,500.00
8 S-3	Additional Funds	\$15,250.00
8 S-4	Additional Funds	\$3,930.65
9	Lane Closure Chart Revisions	\$0.00
9 S-1	Lane Closure Chart Revisions	\$0.00
10	PVC Ball Valve	\$0.00
11	Repair Fiber Optic Cable	\$4,070.87
12	Irrigation Water Payment	\$32,384.52
12 S-1	Additional Funds	\$8,487.04
12 S-2	Additional Funds	\$1,656.78
12 S-3	Additional Funds	\$1,634.70
12 S-4	Additional Funds	\$1,603.65
12 S-5	Additional Funds	\$5,007.79
12 S-6	Additional Funds	\$5,739.61
12 S-7	Additional Funds	\$6,753.56

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

12 S-8	Additional Funds	\$8,666.48
12 S-9	Additional Funds	\$4,744.77
12 S-10	Additional Funds	\$5,482.89
12 S-11	Additional Funds	\$2,874.37
12 S-12	Additional Funds	\$466.51
12 S-13	Additional Funds	\$493.89
13	Increase in Gravel Mulch Costs	\$158,215.90
14	Repair Damage by Others	\$6,000.00
15	Additional Electrical Work	\$976.73
16	Additional Plant Establishment Work	\$5,000.00
16 S-1	Additional Funds	\$50,000.00
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		
Number	Description	Amount
1	Maintain Public Traffic	\$2,000.00
2	Storm Water Shared Costs	\$10,000.00
3	Establish Dispute Resolution Advisor	\$5,000.00
4	Remove and Dispose of Rock Cobble	\$10,000.00
4 S-1	Additional Funds to Remove BNSF Ballast	\$40,000.00
4 S-2	Additional Funds to Remove and Dispose of Rock Cobble	\$20,000.00
4 S-3	Additional Funds to Remove and Dispose of Rock Cobble	\$3,000.00
5	Cleaning of Drainage Systems	\$25,000.00
6	Removal of Dead Trees	\$10,000.00
7	Revised Special Provisions for the Cost of Water	\$0.00
7 S-1	Water Cost Adjustment	\$5,000.00
8	Irrigation Revisions	\$656.30
9	Relocate Trees and Irrigation outside of Clear Recovery Zone	\$10,000.00
9 S-1	Additional Funds	\$1,206.16
10	Service Connection for Irrigation	\$5,000.00
10 S-1	Additional Funds	\$15,000.00
11	Revised Ball Valves Specifications	\$0.00
14	Revised Gravel Mulch Specifications	\$0.00
15	Added Irrigation Booster Pump	\$48,457.80
16	Added Closure Charts	\$0.00
17	Gravel Mulch Adjustment	\$187,717.00
18	Additional Gravel Mulch Quantities	\$21,508.05
CCO TOTAL		\$ 419,545.31
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$502,203.56

I-10 Corridor Contract 1		
Design Build – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Review Board	\$75,000.00
2	Partnering	\$90,000.00

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3	100 Day Extension for Utility Information Submittal	\$0.00
4	Addition of Executed Utility Agreements to Technical Provisions	\$0.00
4 S-1	Executed / Revised Utility Agreements	\$0.00
4 S-2	Executed / Revised Utility Agreements	\$0.00
4 S-3	Executed / Revised Utility Agreements	\$0.00
4-S4	Executed Utility Agreements	\$0.00
5	Overhead Sign Location Change	\$0.00
7	Provide for CHP & Maintenance Observation/Enforcement Area	\$0.00
11	Revised Pavement Delineation Detail	\$0.00
12	Mass Concrete Specification Revision	\$0.00
13	Temporary ITS Traffic Monitoring Stations	\$0.00
14	Concurrent Closure of 6th Street and Campus Avenue Bridges	\$0.00
15	Modify Utility Relocation Work Packages	\$0.00
16	Revised Requirements for Shop Drawings Submittals	\$0.00
17	Revised Ramp Lane Closure Requirements	\$0.00
18	Revised Tech Provision 14.3.5 "Design Submittals" Requirements	\$0.00
19	Modifications to the Project Aesthetics and Landscape Master Plan	\$0.00
20	Added Pool Removal and (2) Electrical Panel Replacements	\$42,790.00
21	Revised SHOPP Pavement Rehabilitation Work Limits	\$657,200.00
22	Revised East End Ultimate Paving Limits	\$257,050.00
23	4th Street Striping	\$14,000.00
24	GAD and ROW Revisions	(\$470,125.00)
25	Deletion of Sound Wall 1190	(\$322,150.00)
27	Reduced Speed Limit Requirements	\$260,000.00
28	Additional Toll Rate Dynamic Message Signs	\$290,900.00
29	Revised Maintenance Requirements for Specific Auxiliary Lanes	\$0.00
30	Right of Way and Utility Design Revisions	\$719,277.00
31	Additional Design Revisions for Right-of-Way Changes	\$25,767.00
32	Clearing of the TCE and Pool Mitigation Work	\$30,380.00
33	Rock Curb Extension at Euclid Avenue	\$77,892.00
34	7th Street and 2nd Avenue Sidewalk Improvements	\$79,732.00
CCO TOTAL		\$ 1,827,713.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$72,769,000.00
Toll Service Provider – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Review Board	\$75,000.00
2	Partnering	\$0.00
3	Right of Way (ROW) Revisions	\$0.00
4	Revised NTP 2 Start Date	\$0.00
6	Revised Enforcement Beacon Specifications	(\$1,952.00)
7	Added TRDMS to Two On-Ramps	\$193,850.00
CCO TOTAL		\$266,898.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,855,000.00

Attachment: CCO Log (7425 : Construction Contract Change Orders MVSS2103)

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US 395 Phase 1 Widening Project – Executed Change Orders		
Number	Description	Amount
1	Maintain Public Traffic	\$100,000.00
2	Storm Water Shared Costs	\$25,000.00
3	Partnering	\$20,000.00
4	Establish Dispute Resolution Advisor	\$20,000.00
5	Cleaning of Drainage Systems	\$30,000.00
6	Buried Man-Made Objects	\$15,000.00
7	Maintain Existing Temporary Electrical Systems	\$15,000.00
7 S-1	Additional Funds	\$85,000.00
8	Maintain Temporary Tortoise Fence	\$15,000.00
9	Revised Temporary HMA Requirements	(\$11,000.00)
10	Revised Temporary HMA Specifications	(\$3,180.00)
11	Additional Earthwork	\$35,905.00
12	Protect Existing Drainage Systems	\$70,000.00
13	Added Saw Cut to coordinate with Kinder Morgan work	\$24,304.00
14	Provide Access to A Local Business	\$11,800.00
15	Quantity Increases; Bid Items 21, 26 & 83	\$78,780.00
15 S-1	Revised Bid Item Quantities	\$356,374.49
15 S-2	Revised Bid Item Quantities	\$34,801.30
16	Drainage System 14 Modifications	\$10,270.00
17	Removal of 31 Concrete Headwalls and Wingwalls	\$52,583.75
18	Drainage System 7 Modifications	\$31,356.00
19	Adjust Manholes to Grade	\$10,000.00
19 S-1	Additional Funds	\$5,000.00
20	Additional HMA Paving for Revised Staging	\$127,670.90
21	Modified Drainage System Opening on Retaining Wall 794	\$4,103.35
22	Revisions at North of Mojave Drive Intersection	\$150,000.00
22 S-1	Revisions at North of Mojave Drive Intersection	\$150,000.00
23	Revised Pile Cap Concrete Requirement for Sound Wall 875	\$217,665.25
25	Added curb on the Southeast Corner of Air Base Road	\$2,040.00
26	Electrical Design Changes at the Air Base Road Intersection	\$43,363.00
27	Added Hydroseed	\$35,324.00
28	Added MGS per Safety Commission	\$50,000.00
29	Additional Pavement Markings and Striping	\$50,000.00
29 S-1	Additional Funds	\$7,000.00
30	Revised Joshua Wash Bridge Wingwalls	\$50,000.00
31	Payment Adjustment for Gravel Bag Quantities	\$40,138.32
32	Additional Safety Commission Revisions	\$45,000.00
33	Installation and Testing of Additional Electronic Ball Markers	\$8,569.95
CCO TOTAL		\$2,012,869.31
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$8,741,611.75

Monte Vista Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Resolution Board	\$15,000.00
1 S-1	Revise Special Provision Language	\$0.00

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1 S-2	Additional Funds	\$10,000.00
2	Partnering Workshop	\$15,000.00
3	Traffic Control	\$10,000.00
3 S-1	Additional Funds	\$10,000.00
4	Federal Training Program	\$12,000.00
5	Post-Tensioning Duct Size Change	\$0.00
7	Storm Water Shared Costs	\$50,000.00
8	Relocate 8" Water Line	\$8,000.00
8 S-1	Additional Funds	\$10,386.03
9	Drainage System for Adjacent Property	\$14,925.00
10	Masonry Block Change	\$0.00
11	Sewer Lateral Piping Size Change	\$6,013.00
12	Future Electrical Conduits for Montclair	\$39,385.00
13	Change in Phasing of Work	\$0.00
14	Precast Girder Reinforcement Change	\$0.00
15	Change in Phasing of Work	\$0.00
16	Water Line Modifications	\$8,790.00
16 S-1	TRO Payment for Delays Related to CCO No. 16	\$124,800.00
16 S-2	Additional Funds	\$54,689.60
17	Modify Overhead Signs and Install Pedestrian Barricades	\$6,765.97
21	Additional Sewer Service Lateral Connections	\$10,850.00
22	Girder Reinforcement Splicing Option	\$0.00
23	Deleting Sidewalk	(\$12,540.00)
25	HMA Along Private Access Road	\$16,000.00
26	Temporary Embankment for SCE	\$15,000.00
27	Temporary Shoring for SCE	\$60,00.00
28	Modify Water Line in Conflict with SCE	\$10,000.00
29	Storm Drain Lateral Realignment	\$14,110.00
31	Driveway for Future Development	\$3,187.80
32	Potholing/Locating AT&T & Level 3 Utilities	\$60,000.00
33	Deduction for Rejected Piles	(\$10,000.00)
34	Modified Quantities Due to the Field Conditions	\$29,257.95
34 S-1	Modified Quantities Due to the Field Conditions	\$105,453.57
34 S-2	Modified Quantities Due to the Field Conditions	\$9,450.00
35	Conduit for SCE Service Connection for Traffic Signal System	\$8,000.00
36	Additional MSE Wall Drainage	\$8,000.00
37	Water Supply Modifications	\$15,000.00
38	Seal Coat Specification Change	(\$2,000.00)
39	Removal of UPRR Sign Foundations	\$5,000.00
41	Resolution of NOPC No. 3	(\$59,986.00)
42	Revised Canopy at Taxi Yard	\$0.00
43	Landscaping Revisions	\$11,286.00
44	Added Headwall and Retaining Curb	\$10,000.00

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45	Drainage Inlet Repair Damaged by Public	\$7,500.00
45 S-1	Additional Funds	\$381.43
46	Project Substantial Completion	\$0.00
47	Wire Mesh Substitution	\$15,000.00
48	Fence and Gate Revisions	\$52,336.60
49	Monument Modifications	\$6,500.00
49 S-1	Additional Monument Modifications	\$46,000.00
52	Additional work required by UPRR	\$10,577.00
53	Additional Erosion Control	\$16,000.00
54	Fence Repairs Damaged by Public	\$13,184.00
CCO TOTAL		\$815,302.95
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,498,958.60

Mount Vernon Avenue Viaduct Design-Build Project – Executed Change Orders		
Number	Description	Amount
1	Added Perimeter Fence, K-rail and Signage	\$21,500.00
3	Temporary Crossing	\$700,000.00
CCO TOTAL		\$721,500.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$17,230,000.00

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Minute Action

AGENDA ITEM: 3

Date: *March 11, 2021*

Subject:

SBCTA Fiscal Year 2021/2022 Budget – Metro Valley Study Session Task Review

Recommendation:

Review and provide direction relative to proposed tasks and budgetary information to be included in the Fiscal Year 2021/2022 Budget.

Background:

The review of tasks is intended to gain input on the appropriateness of the type and scope of the work effort. Narrative descriptions and detailed budget information are provided. Budget amounts, fund types, and narratives are preliminary pending review and input by San Bernardino County Transportation Authority (SBCTA) policy committees.

Explanations for major variances from the prior year’s budget are included in the Work Elements section for each task. Budgetary changes include an increase in public outreach services and graphic design throughout the Project Delivery program and an increase in construction capital due to several freeway projects and interchange projects moving into the construction phase, including but not limited to, the State Route (SR) 210 Lane Addition, Interstate 10 (I-10) Corridor Contract 1 (which includes I-10 Monte Vista, I-10 Euclid, I-10 Vineyard, and I-10 Fourth Street.), SR 210 Base Line Interchange, SR 60 Central Avenue Interchange, Mount Vernon Viaduct and North Avenue Bridge in Barstow.

Additional changes to the agency-wide budget include an increase in the Indirect Fund as a result of additional labor and fringe allocated to the indirect fund; deferred maintenance and capital and technology improvements as reflected in the Capital Improvement Plan; and increase in professional services for enterprise resource planning which includes a new financial system.

The following tasks are presented for Committee review:

Task	Major Project Delivery Program	Manager	Proposed Budget
0815	Measure I Program Management	Beauchamp	\$4,812,690
0820	Freeway Projects	Beauchamp	\$406,492,502
0830	Interchange Projects	Beauchamp	\$58,056,904
0840	Grade Separation Projects	Beauchamp	\$1,102,001
0860	Arterial Projects	Beauchamp	\$57,182,733

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

Board of Directors Metro Valley Study Session Agenda Item

March 11, 2021

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The following list of sub-tasks provides proposed budget by project:

Major Projects Delivery Sub-Tasks		Proposed Budget
0820	Freeway Projects:	
0821	Interstate 10 Corridor Contract 2A	\$300,000
0823	Interstate 10 Corridor Contract 1	\$341,850,150

Major Projects Delivery Sub-Tasks		Proposed Budget
0820	Freeway Projects (cont.):	
0831	Interstate 15 Corridor Contract 1 Express	\$11,700,000
0838	Interstate 215 Corridor Landscape	\$2,116,432
0839	Interstate 215 Bi-County Landscape	\$2,560,000
0840	Interstate 215 Barton Road Interchange	\$314,611
0854	Interstate 10 Eastbound Truck Lane Project	\$2,337,276
0855	Interstate 10 Corridor Contract 2B	\$50,000
0856	Interstate 10 Corridor Contract 2C	\$50,000
0887	State Route 210 Lane Addition	\$44,112,400
0891	US 395 Widening Phase 1	\$189,000
0830	Interchange Projects:	
0803	State Route 210 Base Line Interchange	\$12,586,746
0808	Interstate 10 Wildwood Interchange	\$210,000
0826	Interstate 10 Cherry Avenue and Citrus Avenue Interchanges	\$5,100
0842	Interstate 10 Tippecanoe Avenue Interchange	\$23,900
0853	Interstate 215 University Parkway Interchange	\$991,880
0880	Interstate 15/Interstate 215 (Devore) Interchange	\$210,000
0883	State Route 210 Pepper Avenue Interchange	\$220,214
0893	State Route 60 Central Avenue Interchange	\$18,644,547
0894	State Route 60 Archibald Avenue Interchange	\$3,152,667
0895	Interstate 10 Alabama Street Interchange	\$9,285,000
0896	Interstate 10 Pepper Avenue Interchange	\$1,000
0897	Interstate 10 Cedar Avenue Interchange	\$5,078,000
0898	Interstate 10 Mount Vernon Avenue Interchange	\$4,579,366
0899	Interstate 10 University Street Interchange	\$3,068,463
0840	Grade Separation Projects:	
0868	Monte Vista Avenue Grade Separation	\$91,000
0876	South Milliken Avenue Grade Separation	\$1,010,000
0884	Laurel Street Grade Separation	\$1,000
0860	Arterial Projects:	
0701	Valley Signal Coordination	\$1,780,000
0810	Metrolink ATP Improvements Phase 2	\$735,656
0811	North First Avenue Bridge over BNSF	\$6,090,000
0813	North First Avenue Bridge Over Mojave River & Overflow	\$50,000
0827	Mount Vernon Avenue Viaduct	\$48,250,208

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

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Program, task, and sub-task narratives with additional information are included with this agenda item. In May 2021, in conjunction with the Budget Workshop, the anticipated levels of revenue from all sources, staffing, and program level budgets will be presented.

Financial Impact:

The tasks under the purview of the Board of Directors Metro Valley Study Session will be part of the overall budget adoption which establishes the financial and policy direction for the next fiscal year.

Reviewed By:

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

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors Metro Valley Study Session
Date: March 11, 2021
Witnessed By:

Project Delivery Program Budget

Description

The Project Delivery Program is responsible for the development and construction of major freeway, interchange, and grade separation projects. The program is funded by an array of funding sources including Measure I, Federal, State, and local funds. The Fiscal Year 2021/2022 budget of \$527.6 million is for the preparation, management, and construction of major projects.

Goals and Objectives

The Project Delivery team will continue the delivery, management, and construction of major freeway, interchange, and grade separation projects. In doing so, the staff will assist in meeting SBCTA's commitment to deliver the transportation projects as described in the Measure I Transportation Transactions and Use Tax Ordinance approved in 1989 and renewed in 2004 by the San Bernardino County voters. The Project Delivery Program for this fiscal year includes eleven (11) Freeway/Highway Projects, fifteen (15) Interchange Projects, Three (3) Railroad Grade Separation Projects, and five (5) Miscellaneous Projects. In addition, to enhance project delivery and maximize the utilization of funds, staff will continue to maintain and improve the Project Control System.

Performance/Workload Indicators

	2018/2019 Actual	2019/2020 Actual	2020/2021 Revised Budget	2021/2022 Budget
Project Approval/Environmental Document	3	7	2	0
Start Construction	8	6	4	3
Open to Traffic	2	3	0	1
Project Control System	YES	YES	YES	YES

Project Delivery

Task 0815 Measure I Program Management

Purpose

Manage the Project Delivery Program.

Accomplishments

Management of the Project Delivery Program resulted in furthering the development of projects leading to the completion of numerous transportation enhancements. Individual project accomplishments can be found in the task-specific narratives.

Ongoing maintenance, assessment and enhancements of Project Delivery Program Controls were conducted including: 1) Re-evaluation and implementation of the Quality Assurance/Quality Control (QA/QC) system was continued; 2) Supporting Planning staff's development of an electronic Major Programs quarterly report; and 3) The Project Control System (PCS) was maintained to support Project Delivery management of project schedules, contracts, funding, reconciliation, and documentation. Also, the PCS provided support to Project Delivery, Fund Administration and Finance staff to serve as a tool for the updating and monitoring of the 10-Year Delivery Plan and the preparation of the Fiscal Year Budget.

Reevaluation of signatory requirements for various documents was completed and support of project audits and source inspection procedures, and coordination with Fund Administration and Finance relative to work processes was conducted.

A plan to re-organize the Project Delivery Department was presented to the Board in January 2021 that included creation of an independent Toll Program Department due to the upcoming transition of SBCTA to a toll operator once I-10 Contract I construction is completed. In addition, at the request of the Board when approving the Program Project Management contract, further evaluation was performed regarding a comparison of using in-house staff versus using consultant staff to support the Major Projects Program. As a result of this analysis, positions were identified that could be cost effectively brought in-house. The revised organizational structure, when implemented, will provide for a flexible staff that can serve near-term and long-term needs of Project Delivery and the Toll Program.

Work Elements

1. Project Delivery: Perform tasks related to the project development and construction management of SBCTA managed projects as described by the task-specific narratives.
2. Project Controls: Collect and maintain all pertinent budget, cost, and schedule information on each project. Track project risks, goals and accomplishments, and action items. This work element includes regular updates to detailed project cost estimates commensurate with the level of project development and project scheduling, and development and regular updates to detailed project schedules. Overall, these activities serve to maintain and enhance PCS monitoring and reporting on the status of the budget, cost, and schedule and to forecast performance trends of each project under the Project Delivery Program. In addition, use of this integrated system allows creation of different funding scenarios for the identification of the optimum funding plan.
3. Consultant Selection and Management: Administer the on-going consultant activities. For new contracts, analyze bid/cost proposals against independent cost estimates and negotiate contracts that are fair, reasonable, and in the best interest of SBCTA and SBCOG. Coordinate indirect cost review as a practice to insure appropriate hourly rates.
4. Contract Management and Invoicing: Perform routine contract management and review invoicing for compliance with contract terms. Utilize contract controls to track consultant expenditures and budgets in coordination with the PCS and Finance Department.
5. Conduct QA/QC reviews and peer reviews to ensure that SBCTA products and deliverables meet quality standards, and maintain database of QA/QC reviews.

Project Delivery

Task 0815 Measure I Program Management

6. Participate in California Toll Operators Committee and other toll related groups and events to establish a technically cutting edge toll facility that maximizes efficiency.
7. Other Program Activities: Other activities include document controls and archiving; project database maintenance; implementation of program procedures and requirements; participation in the development of programming strategies for all available Federal and State funds; provide input into the development of State regulation and SBCTA policies; and execute project close-out of completed projects.
8. Study and provide an overview to the Board regarding alternative project delivery methods.
9. Provide program and project management services that result in the efficient delivery of transportation improvement projects.

Budgetary changes are mainly due to public outreach services and graphic design/marketing throughout the Project Delivery Program.

Contract Information – Project Delivery Program*

- a. Existing Contracts
 - i. 20-1002357, Program Management, Amount Budgeted \$2,030,000.
 - ii. 20-1002377, On-Call Environmental Services, Amount Budgeted \$10,000.
 - iii. 15-1001302, Legal Services, Amount Budgeted \$11,000.
 - iv. 21-1002498, Legal Services, Amount Budgeted \$20,000.
 - v. 19-1002000, Public Outreach Service, Amount Budgeted \$20,000.

*Contracts that are utilized on multiple sub-tasks within the Program.

Manager

Paula Beauchamp, Director of Project Delivery and Toll Operations

Project Delivery

Task 0815 Measure I Program Management

	2020/2021			
	2018/2019	2019/2020	Revised	2021/2022
Expenditures	Actual	Actual	Budget	Budget
Regular Full-Time Employees	609,166	825,196	597,489	1,149,358
Fringe Allocation-General	618,872	771,155	606,630	1,293,832
Professional Services	1,353	4,717	460,000	215,500
Program Management Fees	1,880,956	1,707,771	2,000,000	2,030,000
Legal Fees	10,478	47,008	10,000	32,000
Training/Registration	1,294	18,000	-	44,000
Postage	59	-	-	1,000
Travel Expense - Employee	4,402	2,662	-	12,000
Travel Expense-Mileage-Employee	586	811	-	12,000
Advertising	-	242	-	1,000
Public Information Activities	-	68	20,000	20,000
Printing - External	273	-	-	-
Bank Charges	-	78	-	1,000
Meeting Expense	285	254	-	1,000
Office Equip/Software-Inventorial	638	-	-	-
Total Expenditures	<u>3,128,362</u>	<u>3,377,962</u>	<u>3,694,119</u>	<u>4,812,690</u>
 Funding Sources				
MSI Admin				39,110
MSI Valley Fund-Freeway Projects				2,510,691
MSI Valley Fund-Fwy Interchange				2,176,071
MSI Valley Fund-Grade Separations				<u>86,818</u>
Total Funding Sources				<u><u>4,812,690</u></u>

Project Delivery

Task 0820 Freeway Projects

Purpose

The Freeway Projects Program develops and constructs freeway/highway improvements that enhance mobility, reduce traffic congestion, and improve safety. These enhancements are achieved by the construction of a variety of lane additions including general purpose lanes, truck climbing lanes, car pool lanes, express lanes and ancillary improvements.

Accomplishments

Transportation revenues continue to translate into significant enhancements to our local freeways. The landscape construction for the first three (3) phases of Interstate 215 (I-215) widening through the City of San Bernardino is complete and these phases are in the Establish Existing Planting (EEP) phase. The State Route 210 (SR-210) landscaping construction projects are complete, including the EEP phase. The SR-210 Lane Addition project in the Cities of Highland, San Bernardino and Redlands started construction in early 2020 and is anticipated to be completed in 2023. Analysis of Express Lanes on the Interstate 10 (I-10) has been completed. The environmental document for the I-10 Corridor was approved in mid-2017 and procurement for a design-build roadway contractor and a toll system provider resulted in award of two (2) contracts in mid-2018 and financial close on the I-10 Corridor Contract 1 Project in spring 2019. Design, right of way, and construction is ongoing, with completion anticipated in 2023. The preliminary engineering/environmental phase has been completed for the Interstate 15 (I-15) Corridor Express Lane improvements from State Route 60 (SR-60) to SR-210 with the environmental document approved in late-2018. Procurement has been completed for final design on the Contract 1 portion from Cantu Galleano Ranch Road to north of Foothill Boulevard and final design is now underway. Project Approval/Environmental Document (PA/ED) were completed on the I-10 Eastbound Truck Climbing Lane Project and a final design contract has been awarded, with final design anticipated to be complete in Spring, 2022. Lastly, the I-215 Bi-County High Occupancy Vehicle (HOV) lane addition construction was completed in mid-2015 while work continued on four (4) follow-on projects. The first is the signal work at the I-215 and Iowa/La Cadena Interchange ramp intersections which was completed at the end of 2016. The Barton Road Interchange at I-215 initiated construction in early-2018 and was open for beneficial use in Spring 2020, and the Mount Vernon Avenue/Washington Avenue Interchange at I-215 is in the design phase. Landscape design for this corridor was initiated in late-2018 and anticipated to be complete in mid-2021.

Work Elements

Budget for Fiscal Year 2021/2022 incorporates the continuation of design and construction of the I-10 Corridor Contract 1 Project. The I-10 Corridor represents one (1) of the largest projects in SBCTA history and is evident in the significant budget allocated to the Freeway Projects task. In addition, budget for the design and construction of the other projects referenced above are also included.

Budgetary changes are mainly due to various projects moving into construction phase.

Contract Information – Project Delivery Program*

- a. Existing Contracts
 - i. 20-1002377, Environmental Services, Amount Budgeted \$337,334.*
 - ii. 15-1001302, Legal Services, Amount Budgeted \$1,020,000.*
 - iii. 18-1001907, Right of Way Services, Amount Budgeted \$108,000.*
 - iv. 20-1002357, Program Management Services, Amount Budgeted \$2,624,900.*
 - v. 17-1001741, Procurement Services, Amount Budgeted \$500.*
 - vi. 00-1000770, Construction Capital, Amount Budgeted \$432,000.*

*Contracts that are utilized on multiple sub-tasks within the Program.

Project Delivery

Task 0820 Freeway Projects

Local Funding Source Detail

- i. City of Montclair - \$3,129,300.
- ii. City of Ontario - \$6,881,000.
- iii. City of Upland - \$1,613,200.
- iv. CALNEV - \$50,710.
- v. Level 3 Communications - \$70,438.

Manager

Paula Beauchamp, Director of Project Delivery and Toll Operations

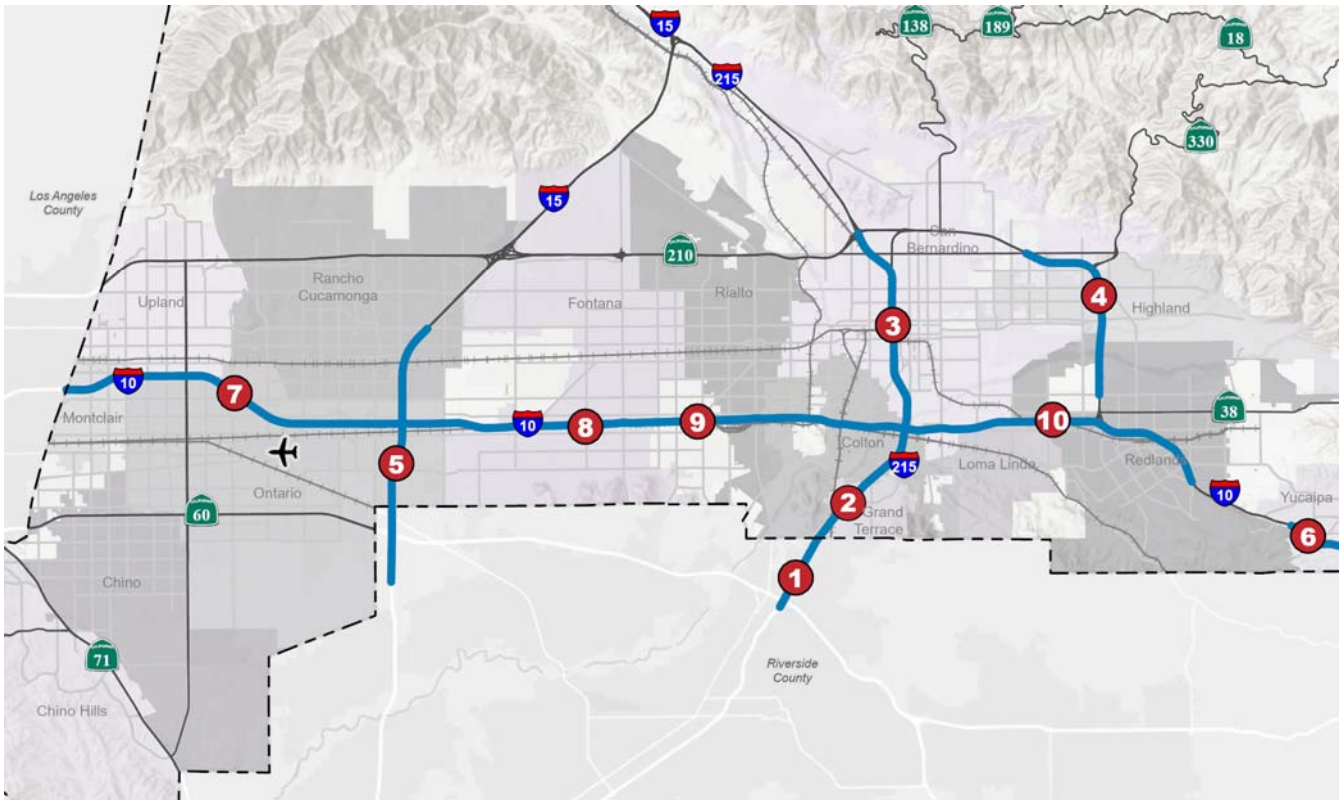
Project Delivery

Task 0820 Freeway Projects

	2020/2021			
	2018/2019	2019/2020	Revised	2021/2022
Expenditures	Actual	Actual	Budget	Budget
Regular Full-Time Employees	-	50,875	284,768	348,622
Fringe Allocation-General	-	47,543	289,125	423,343
Professional Services	9,965,741	670,045	14,705,900	21,565,389
Consulting Services	23,160,792	12,242,822	7,747,000	7,281,500
Program Management Fees	1,970,742	1,738,868	2,275,000	2,624,900
Auditing and Accounting	9,360	-	5,000	-
Legal Fees	2,729,947	1,526,439	1,623,710	1,155,000
Utilities	-	46,000	-	-
Construction Capital	71,674,979	121,068,042	263,603,146	352,611,761
Utilities Capital	(381,462)	(935,889)	11,859,430	13,249,000
Right of Way Capital	22,172,424	14,605,479	3,990,500	5,786,287
Postage	877	636	2,100	1,000
Advertising	7,201	465	1,000	2,000
Public Information Activities	74,091	497,033	3,423,000	1,442,199
Printing - External	2,979	660	-	-
Commercial Paper Interest	-	-	15,000	-
Other Service Charges	-	-	-	1
Meeting Expense	575	875	500	500
Fiscal Agent Fees	3,500	-	-	-
Debt Fees	-	739,594	-	1,000
Total Expenditures	<u>131,391,746</u>	<u>152,299,487</u>	<u>309,825,179</u>	<u>406,492,502</u>
Surface Transportation Program				34,009,000
Congestion Mitigation and Air Quality				28,901,000
Federal Repurposed Earmarks				5,000
Regional Improvement Program				27,206,344
State Highway Operations & Protection Program				59,474,000
Trade Corridor Improvement Fund				2,500,000
Local Partnership Program-Formula-SB1				3,000,000
Trade Corridor Enhancement Program				47,005,000
MSI Valley Fund-Freeway Projects				169,437,657
MSI Valley Fund-Fwy Interchange				22,254,500
MSI Valley Fund-Arterials				6,172,287
MSI Victor Valley Fund-Major Local Hwy				50,000
MSI 1990-Valley Fund-Major Projects				2,092,432
MSI 1990-Valley Fund-TMEE				24,000
Local Projects Fund				<u>4,361,282</u>
Total Funding Sources				<u>406,492,502</u>

Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

Project Delivery Program Freeway Projects Valley Subarea



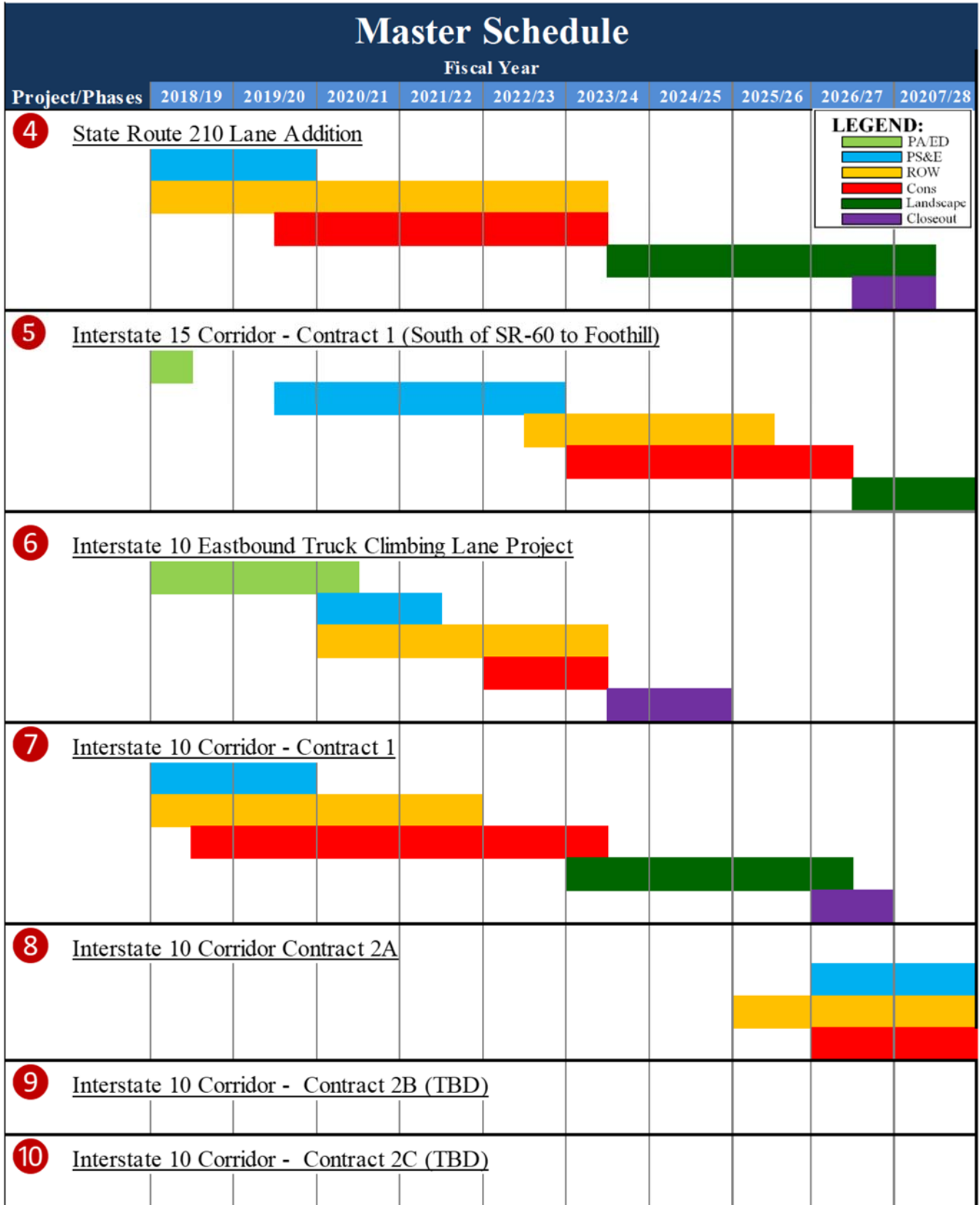
Project/Phases		Fiscal Year										
		2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	
1	<u>Interstate 215 Bi-County Landscape</u>											
2	<u>Interstate 215 Barton Road Interchange</u>											
3	<u>Interstate 215 Corridor Landscape</u>											

LEGEND:

- PAVED
- PS&E
- ROW
- Cons
- Landscape
- Closeout

Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

Project Delivery Program
Freeway Projects
Valley Subarea



Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

1 Project Interstate 215 Bi-County Landscape (0839)

Description

Close the gap between carpool lanes north of Orange Show Road in San Bernardino and south of the State Route 60 (SR-60)/State Route 91 (SR-91)/Interstate 215 (I-215) interchange in Riverside, to encourage ridesharing and improve the efficiency, safety, and operations of traffic. Remaining task is close-out and corridor landscaping. Current phase: Landscaping Design.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$11,035,000	\$1,166,011	\$2,560,000	\$7,308,989

Contract Information

- a. Existing Contracts
 - i. 19-1002005, Environmental and Design Professional Services, Amount Budgeted \$250,000.
- b. New contracts
 - i. RFP, Construction Management Services, Amount Budgeted \$200,000, Total Estimated Contract Amount \$1,000,000.
 - ii. IFB, Construction Capital, Amount Budgeted \$2,000,000, Total Estimated Contract Amount \$7,000,000.

2 Project Interstate 215 Barton Road Interchange (0840)

Description

Reconstruct interchange to relieve existing congestion and accommodate future traffic demands. Current Phase: Right of Way and Construction.

Total Estimated Cost	Costs to Date*	Proposed Budget	Future Costs
\$105,701,000	\$87,376,389	\$314,611	\$10,000

*Additional \$18 million is not going through SBCTA’s books and not included in Cost to Date.

Contract Information

- a. Existing Contracts
 - i. 00-1000665, Design and ROW Engineer Budgeted \$25,000.
 - ii. 15-1001294, Construction Capital, Amount Budgeted \$52,000.
 - iii. 20-1002278, ROW Capital and Support, Amount Budgeted \$22,000.

Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

3 Project Interstate 215 Corridor Landscape (0838)

Description

The addition of a high-occupancy vehicle and mixed flow lane in each direction on Interstate 215 (I-215) through the City of San Bernardino to relieve congestion and accommodate future traffic demand. Current Phase: Landscaping including one (1) year plant establishment and four (4) years Establish Existing Planting (EEP).

Total Estimated Cost*	Costs to Date	Proposed Budget*	Future Costs
\$22,108,300	\$15,010,284	\$2,116,432	\$4,981,584

*Total Estimated Cost and Proposed Budget include \$1.2 Million of remaining reimbursement to Inland Valley Development Agency (IVDA). SBCTA and IVDA executed a funding agreement whereby SBCTA used Federal funds allocated to IVDA local projects for the I-215 Corridor Construction Capital contracts, in exchange for an equal amount of MSI funds.

Contract Information

- a. Existing Contracts
 - i. 16-1001378, Construction Management Services, Amount Budgeted \$206,000.
 - ii. 19-1002026, Construction Capital, Amount Budgeted \$389,000.
 - iii. 00-1000163, Construction Capital, Amount Budgeted \$1,169,932.
- b. New Contracts
 - i. RFP, Segment 5, Design Services, Amount Budgeted \$250,000, Total Estimated Contract Amount \$600,000.

4 Project State Route 210 Lane Addition (0887)

Description

Add one (1) mixed flow lane in each direction and conduct pavement rehabilitation between Highland Avenue in the City of San Bernardino and San Bernardino Avenue in the City of Redlands to relieve existing congestion and accommodate future demands. Current Phase: Right of Way and Construction.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$142,704,000	\$77,520,337	\$44,112,400	\$21,071,263

Contract Information

- a. Existing Contracts
 - i. 15-1001231, Design Services, Amount Budgeted \$178,000.
 - ii. 17-1001681, Construction Management Services, Amount Budgeted \$6,400,000.
 - iii. 19-1002078, Construction Capital, Amount Budgeted \$36,000,000.

5 Project Interstate 15 Corridor Contract 1 Express Lanes South of State Route 60 to North of Foothill Boulevard (0831)

Description

Add Express Lanes in each direction along the Interstate 15 (I-15) corridor from South of Cantu Galleano Ranch Road in Riverside County to North of Foothill Boulevard. Project includes auxiliary lanes and other operational improvements along the corridor. Current Phase: Final Design and Right of Way.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$307,097,000	\$17,631,714	\$11,700,000	\$277,765,286

Contract Information

- a. Existing Contracts
 - i. 20-1002266, Design Services, Amount Budgeted \$11,000,000.
 - ii. 16-1001355, Traffic and Revenue Services, Amount Budgeted \$100,000.

6 Project Interstate 10 Eastbound Truck Lane Project (0854)

Description

Improve traffic operations and safety along Eastbound Interstate 10 (I-10) by constructing a dedicated truck climbing lane for slower moving vehicles from near 16th St. Bridge to the Riverside County Line. Current phase: Design and Right of Way.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$35,310,000	\$3,004,113	\$2,337,276	\$29,968,611

Contract Information

- a. Existing Contracts
 - i. 20-1002271, Design Professional Services, Amount Budgeted \$2,206,344.

7 Project Interstate 10 Corridor Contract 1 (0823)

Description

Mitigate traffic congestion and accommodate future traffic on the Interstate 10 (I-10) Corridor from the Los Angeles/San Bernardino County border to the Interstate 15 (I-15). Project extends through the Cities of Montclair, Upland and Ontario, a distance of approximately ten (10) miles. Current Phase: Design, Right of Way and Construction.

Total Estimated Cost*	Costs to Date	Proposed Budget	Future Costs
\$928,975,000	\$256,176,736	\$341,850,150	\$330,948,114

*Total Estimated Costs incorporate added SHOPP pavement rehabilitation work, three corridor interchanges and one arterial improvement project.

Contract Information

- a. Existing Contracts
 - i. 16-1001447, Legal Advisor Services, Amount Budgeted \$67,500.
 - ii. 16-1001530, Project Management/Construction Management Services, Amount Budgeted \$9,556,500.
 - iii. 17-1001599, Design-Build Capital Construction Contract, Amount Budgeted \$301,779,829.
 - iv. 17-1001617, Design-Build Capital Construction Contract, Amount Budgeted \$6,200,000.

Note: Sub-Task 0823 costs are budgeted for all work specific to I-10 Corridor Contract 1 Project and the balance of I-10 Corridor costs are included in Sub-Tasks 0821, 0855, and 0856. Sub-Task 0823 incorporates I-10 Monte Vista Avenue Interchange, I-10 Euclid Avenue Interchange, I-10 Vineyard Avenue Interchange and I-10 4th Street Arterial Improvement Projects.

8 Project Interstate 10 Corridor Contract 2A (0821)

Description

Mitigate traffic congestion and accommodate future traffic on the Interstate 10 (I-10) Corridor from the Interstate 15 (I-15) to Sierra Avenue. Project extends through the Cities of Fontana and Ontario, a distance of approximately six (6) miles. Current Phase: Planning and Preliminary Design.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
TBD*	\$174,200	\$300,000	TBD*

***To Be Determined: Initial Design work being executed to develop cost estimate.**

- a. Existing Contracts
 - i. 16-1001355, Traffic and Revenue Services, Amount Budgeted \$100,000.

9 Project Interstate 10 Corridor Contract 2B (0855)

Description

Mitigate traffic congestion and accommodate future traffic on the Interstate 10 (I-10) Corridor from Sierra Avenue to Interstate 215 (I-215). Project extends through the Cities of Fontana, Rialto, and Colton, a distance of approximately eight (8) miles. Current Phase: Planning and Preliminary Engineering.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
TBD*	\$13,323	\$50,000	TBD*

*To Be Determined: Initial Design work being executed to develop cost estimate.

10 Project Interstate 10 Corridor Contract 2C (0856)

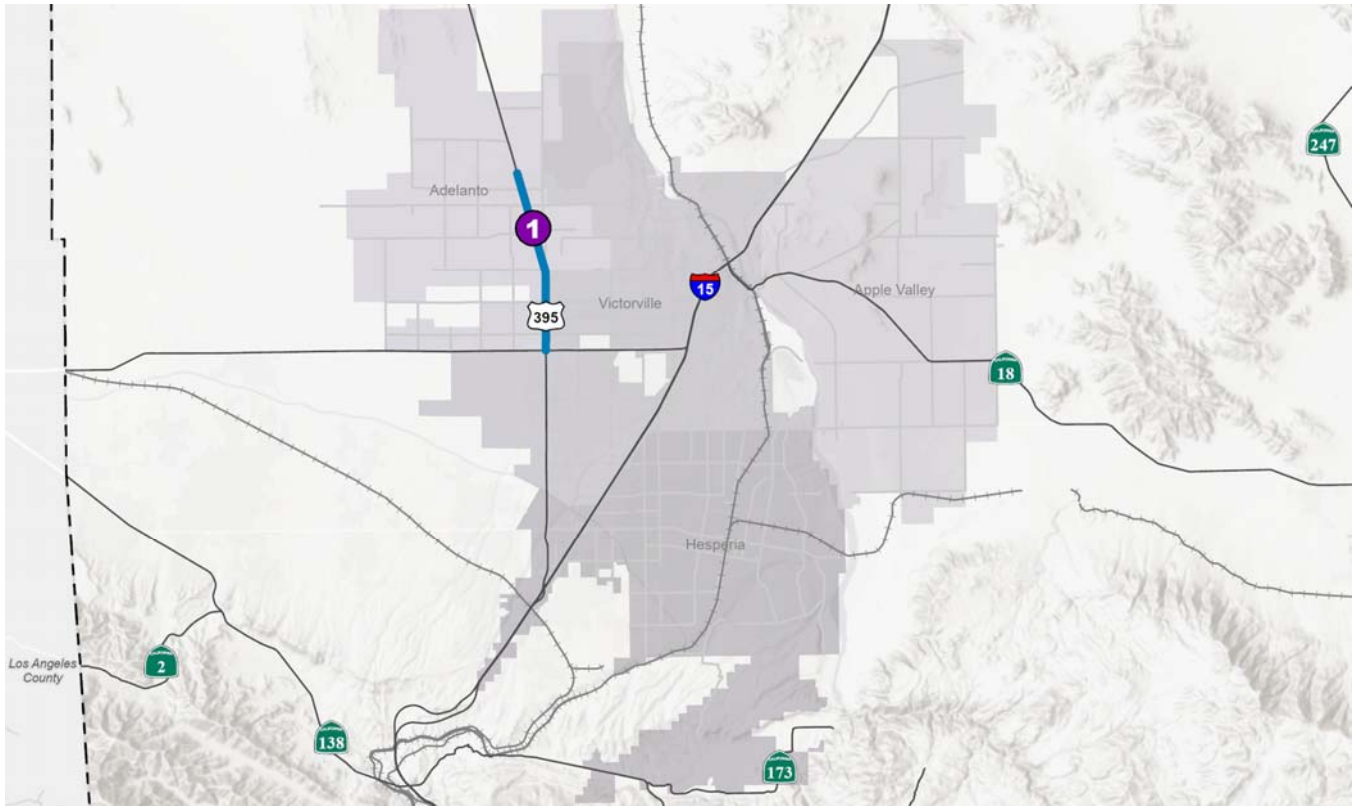
Description

Mitigate traffic congestion and accommodate future traffic on the Interstate 10 (I-10) Corridor from the Interstate 215 (I-215) to Ford Street. Project extends through the Cities of San Bernardino, Loma Linda, and Redlands, a distance of approximately nine (9) miles. Current Phase: Planning and Preliminary Engineering.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
TBD*	\$10,000	\$50,000	TBD*

*To Be Determined: Initial Design work being executed to develop cost estimate.

Project Delivery Program Freeway Projects Victor Valley Subarea



Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

1 Project US 395 Widening Phase 1 (0891)

Description

Widen the US 395 to four (4) lanes and improve intersections from State Route 18 (SR-18) to Chamberlaine Way in the City of Adelanto to accommodate existing and future traffic. Current Phase: Close out.

Total Estimated Cost	Costs to Date*	Proposed Budget	Future Costs
\$56,556,000	\$47,667,000	\$189,000	\$50,000

*Additional \$8.65 million is not going through SBCTA’s books and not included in Costs to Date.

Contract Information

- a. Existing Contracts:
 - i. 18-1001860, Construction Capital, Amount Budgeted \$5,000.
 - ii. 18-1001967, Construction Capital,, Amount Budgeted \$70,000.

Project Delivery

Task 0830 Interchange Projects

Purpose

The Interchange Projects Program develops and constructs freeway interchange improvements that mitigate existing traffic congestion, accommodates future traffic, and enhances safety. The improvements range from ramp widening to complete interchange replacement.

Accomplishments

Construction is complete on the State Route 210 (SR-210) Pepper Avenue interchange and the project is currently in the Establish Existing Planting (EEP) phase. Construction is nearing completion on the State Route 60 (SR-60) Archibald Avenue. The State Route 210 (SR-210) Base Line project is under construction and construction is just beginning on the Interstate 10 (I-10) University Street and State Route 60 (SR-60) Central Avenue projects. Project development work continues on I-10 Cedar Avenue, Interstate 215 (I-215) University Parkway, I-10 Alabama Street and the I-10 Mount Vernon Avenue interchange projects. Project development has commenced on I-10 Wildwood Canyon Road. The I-10 Monte Vista Avenue, I-10 Euclid Avenue and I-10 Vineyard Avenue are being designed and constructed as part of the I-10 Corridor Contract 1 Project.

Budgetary changes are mainly due to various projects moving into construction phase.

Contract Information – Project Delivery Program*

- a. Existing Contracts
 - i. 20-1002377, Preliminary Design and Environmental Services, Amount Budgeted \$223,661.*
 - ii. 20-1002357, Program Management Services, Amount Budgeted \$801,712.*
 - iii. 18-1001907, Right of Way Services, Amount Budgeted \$57,820.*
 - iv. 15-1001302, Legal Services, Amount Budgeted \$258,000.*
 - v. 00-1000770, Construction Capital, Amount Budgeted \$48,000.*

* Contracts that are utilized on multiple tasks within the Program.

Local Funding Source Detail

- i. County of San Bernardino - \$280,000.
- ii. City of Chino - \$8,908,016.
- iii. City of Colton - \$233,643.
- iv. City of Highland - \$5,297,368.
- v. City of Ontario - \$2,104,933.
- vi. City of Redlands - \$4,606,035.
- vii. City of San Bernardino - \$135,569.

Manager

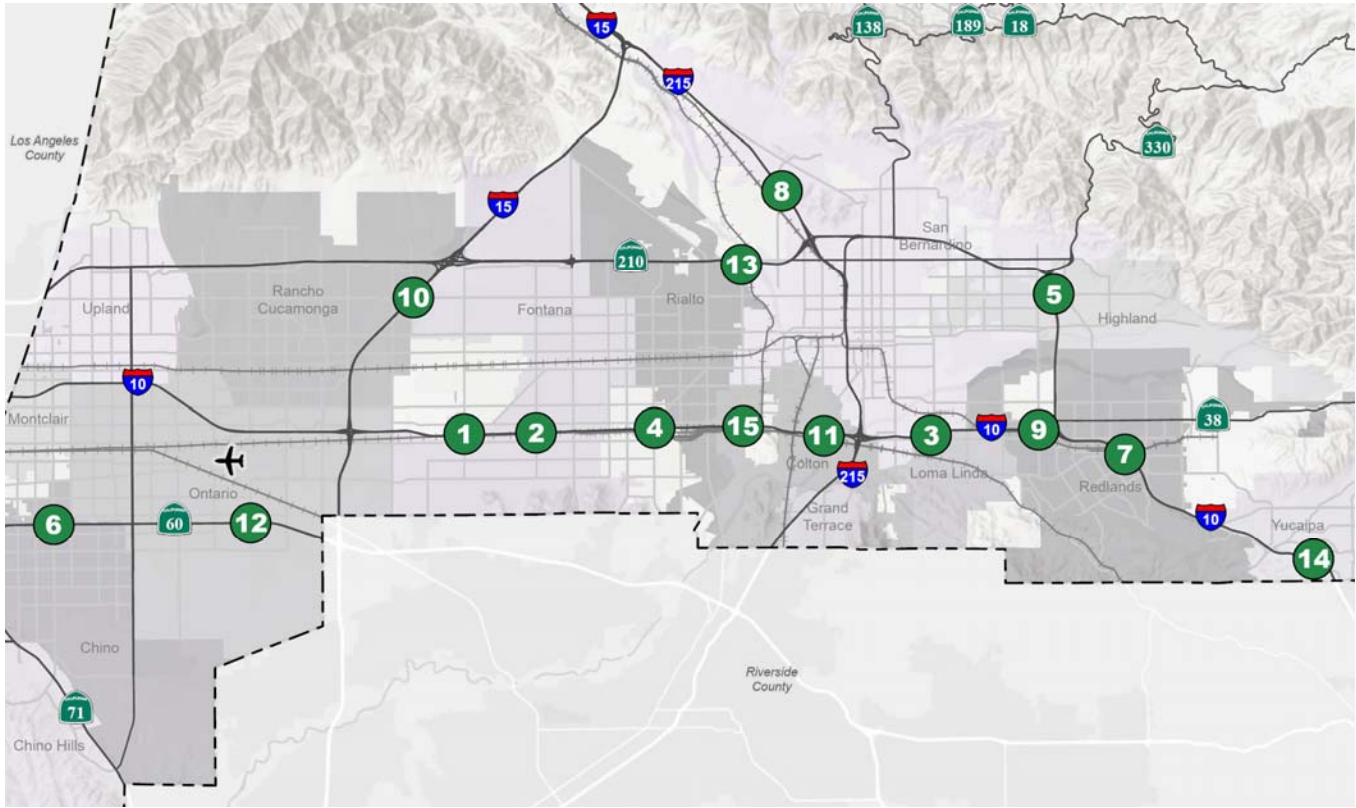
Paula Beauchamp, Director of Project Delivery and Toll Operations

Project Delivery

Task 0830 Interchange Projects

	2020/2021			
	2018/2019 Actual	2019/2020 Actual	Revised Budget	2021/2022 Budget
Expenditures				
Professional Services	1,398,988	969,064	1,811,896	641,139
Consulting Services	2,040,515	1,085,155	4,195,115	4,929,412
Program Management Fees	838,317	801,576	834,000	802,712
Auditing and Accounting	7,493	7,327	2,501	-
Legal Fees	299,107	322,187	186,866	386,762
Construction Capital	6,261,077	8,772,759	56,251,180	39,945,661
Utilities Capital	253,263	356,780	234,484	378,922
Right of Way Capital	2,571,333	48,970	3,284,698	10,665,332
Postage	184	83	-	2,000
Advertising	359	688	1,000	-
Public Information Activities	300	40,372	18,000	104,964
Printing - External	537	34	-	-
Contributions/Subsidies	83,865	161,438	328,000	200,000
Other Service Charges	(1,049)	(4,500)	-	-
Meeting Expense	58	51	-	-
Total Expenditures	<u>13,754,347</u>	<u>12,561,984</u>	<u>67,147,740</u>	<u>58,056,904</u>
Funding Sources				
Surface Transportation Program				690,565
State Highway Operations & Protection Program				1,600,000
Trade Corridor Improvement Fund				4,862,148
MSI Valley Fund-Fwy Interchange				28,908,403
MSI Cajon Pass Fund				210,000
MSI 1990-Valley Fund-Major Projects				220,215
Local Projects Fund				<u>21,565,573</u>
Total Funding Sources				<u>58,056,904</u>

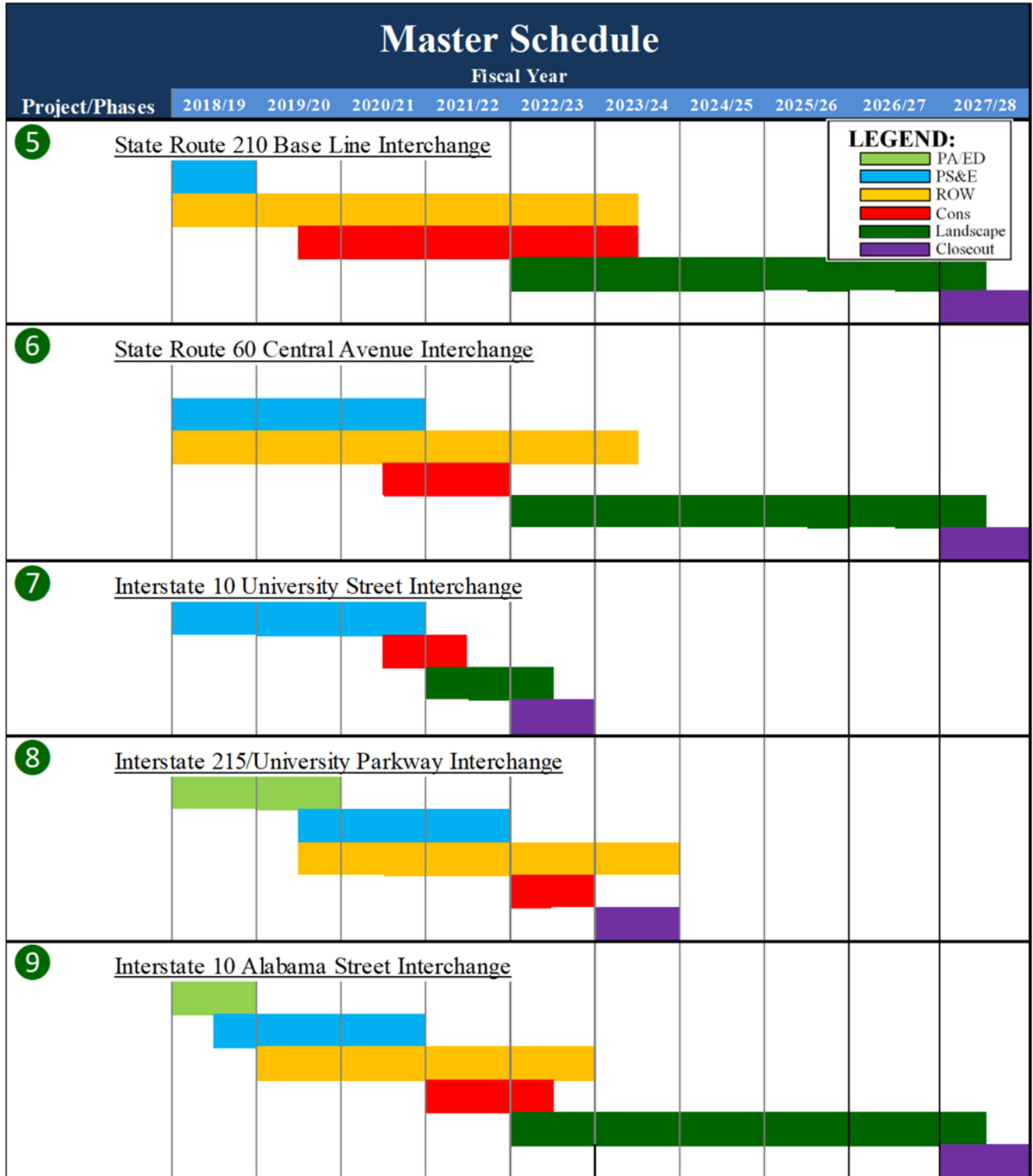
Project Delivery Program Interchange Projects Valley Subarea



Master Schedule		Fiscal Year									
Project/Phases		2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28
1	<u>Interstate 10 Cherry Avenue Interchange</u>	<div style="float: right; border: 1px solid black; padding: 5px; width: fit-content;"> LEGEND: PA/ED PS&E ROW Cons Landscape Closeout </div>									
2	<u>Interstate 10 Citrus Avenue Interchange</u>	<div style="float: right; border: 1px solid black; padding: 5px; width: fit-content;"> LEGEND: PA/ED PS&E ROW Cons Landscape Closeout </div>									
3	<u>Interstate 10 Tippecanoe Avenue Interchange</u>	<div style="float: right; border: 1px solid black; padding: 5px; width: fit-content;"> LEGEND: PA/ED PS&E ROW Cons Landscape Closeout </div>									
4	<u>Interstate 10 Cedar Avenue Interchange</u>	<div style="float: right; border: 1px solid black; padding: 5px; width: fit-content;"> LEGEND: PA/ED PS&E ROW Cons Landscape Closeout </div>									

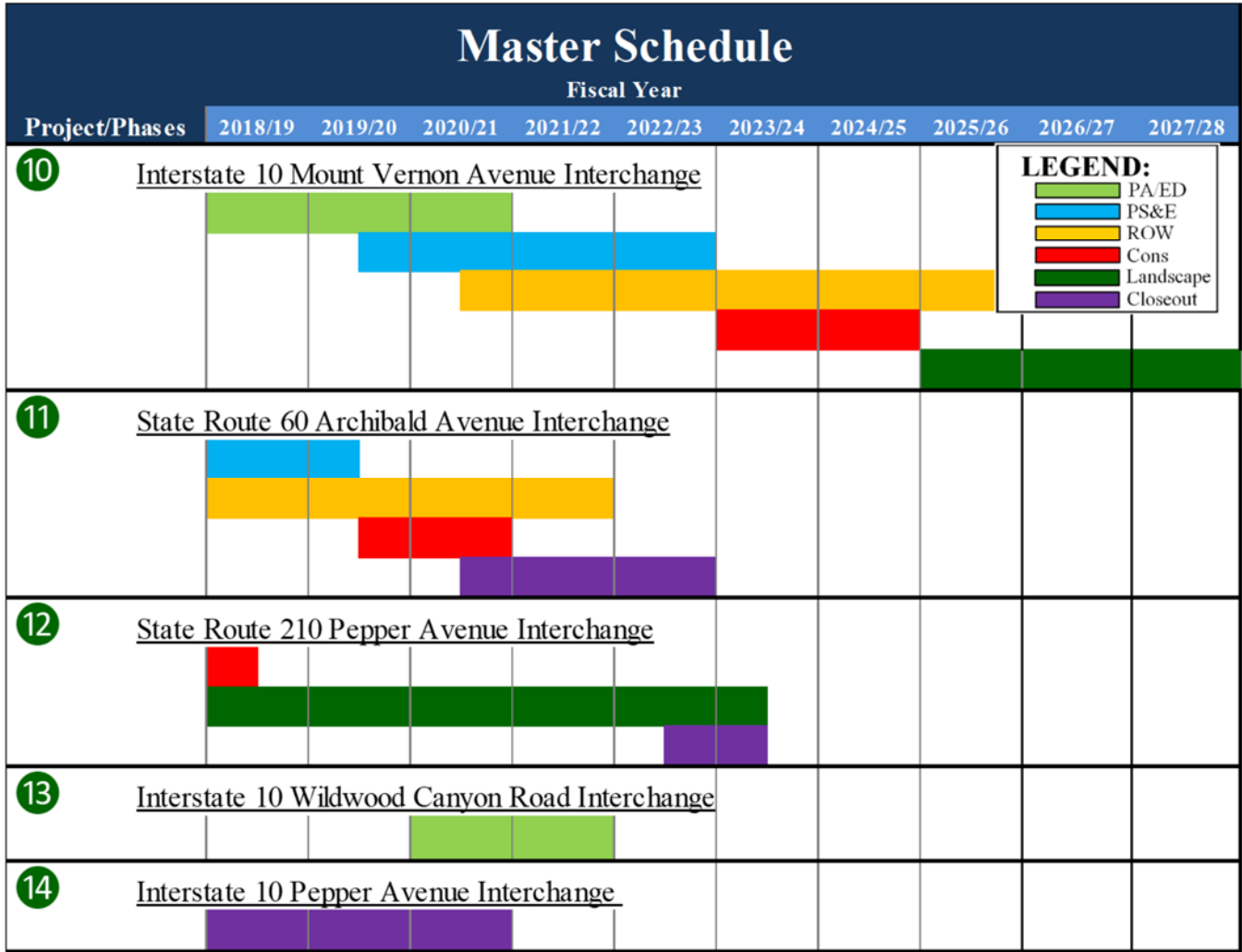
Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

**Project Delivery Program
Interchange Projects
Valley Subarea**



Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

**Project Delivery Program
Interchange Projects
Valley Subarea**



Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

1 & 2 Project Interstate 10 Cherry Avenue and Citrus Avenue Interchanges (0826)

Description

Improve the interchanges at Interstate 10 (I-10) Cherry Avenue and I-10 Citrus Avenue to mitigate the existing congestion and accommodate future traffic volumes. Current Phase: Project Close-out.

Total Estimated Cost	Costs to Date*	Proposed Budget	Future Costs
\$138,399,000	\$123,078,712	\$5,100	\$0

*Additional \$15.3 million is not going through SBCTA books and not included in Costs to Date.

3

Project Interstate 10 Tippecanoe Avenue Interchange (0842)

Description

Reconfigure interchange to relieve existing congestion and accommodate future traffic demands. Current Phase: Right of Way Closeout and Landscaping.

Total Estimated Cost	Costs to Date*	Proposed Budget	Future Costs
\$79,136,000	\$51,012,027	\$23,900	\$0

*Additional \$28.1 million is not going through SBCTA’s books and not included in Costs to Date.

Contract Information

- a. Existing Contracts:
 - i. 16-1001334, Construction Management, Amount Budget \$10,000.
 - ii. 17-1001682, Construction Capital, Amount Budgeted \$6,000.

4 Project Interstate 10 Cedar Avenue Interchange (0897)

Description

Reconstruct interchange to relieve existing congestion and accommodate future traffic demands. Current Phase: Design and Right of Way.

Total Estimated Cost	Costs to Date*	Proposed Budget	Future Costs
\$110,024,000	\$4,927,974	\$5,078,000	\$92,818,026

*Additional \$7.2 million is not going through SBCTA books and not included in Costs to Date.

Contract Information

- a. Existing Contracts
 - i. 20-1002342, Construction Management Services, Amount Budgeted \$100,000.
- b. New Contracts
 - i. RFP, Utility Agreement, Amount Budgeted \$3,000,000.

5 Project State Route 210 Base Line Interchange (0803)

Description

Improve the interchange to relieve existing congestion and accommodate future traffic demands. Current Phase: Right of Way and Construction.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$32,076,000	\$16,873,220	\$12,586,746	\$2,616,034

Contract Information

- a. Existing Contracts
 - i. 15-1001231, Design Services, Amount Budgeted \$50,000.
 - ii. 17-1001681, Construction Management Services, Amount Budgeted \$781,546.
 - iii. 19-1002078, Construction Capital, Amount Budgeted \$11,400,000.

Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

6 Project State Route 60 Central Avenue Interchange (0893)

Description

Reconstruct interchange and widen State Route 60 (SR-60) Central Avenue Bridge in the City of Chino to relieve existing congestion and accommodate future traffic demands. Current Phase: Right of Way and Construction.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$36,132,000	\$8,339,513	\$18,644,547	\$9,147,940

Contract Information

- a. Existing Contracts
 - i. 15-1001251, Environmental and Design Professional Services, Amount Budgeted \$60,000.
 - ii. 18-1001811, Construction Management Services, Amount Budgeted \$2,000,000.
 - iii. 19-1002196, Construction Capital, Amount Budgeted \$16,315,932.

Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

7 Project Interstate 10 University Street Interchange (0899)

Description

Improve interchange to reduce congestion and improve traffic operations in the City of Redlands. Current Phase: Construction.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$5,843,000	\$2,303,394	\$3,068,463	\$471,143

Contract Information

- a. Existing Contracts
 - i. 15-1001239, Preliminary Engineering and Environmental Document, Design and Construction Support Services, Amount Budgeted \$20,000.
 - ii. 16-1001546, Construction Management Services, Amount Budgeted \$300,000.
 - iii. 20-1002290, Construction Capital, Amount Budgeted \$2,706,871.

Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

8

Project**Interstate 215/University Parkway Interchange (0853)****Description**

Reconstruct interchange with a Diverging Diamond Interchange (DDI) configuration to improve local traffic operations and freeway access for the City of San Bernardino. Current Phase: Final Design, and Right of Way.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$15,364,000	\$2,258,435	\$991,880	\$12,113,685

Contract Information

- a. Existing Contracts
 - i. 20-1002271, Environmental and Engineering Services, Amount Budgeted \$178,565.
- b. New Contracts
 - i. RFP, Construction Management Services, Amount Budgeted \$75,000, Total Estimated Contract Amount \$2,425,917.

9 Project Interstate 10 Alabama Street Interchange (0895)

Description

Reconstruct interchange to relieve existing congestion and accommodate future traffic in the City of Redlands.
Current Phase: Design and Right of Way.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$15,168,000	\$2,106,856	\$9,285,000	\$3,776,144

Contract Information

- a. Existing Contract
 - i. 16-1001516, Planning and Design Services, Amount Budgeted \$60,000.
 - ii. 19-1002248, Construction Management Services, Amount Budgeted \$900,000.
- b. New Contract
 - i. IFB, Construction Capital, Amount Budgeted \$8,250,000, Total Estimated Contract Amount \$10,900,000.

10 Project **Interstate 10 Mount Vernon Avenue Interchange (0898)**

Description

Reconstruct bridge and improve local intersection to relieve existing congestion and to meet future traffic demands in the City of Colton. Current Phase: Project Approval and Environmental Document, Design, and Right of Way.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$54,980,000	\$2,782,125	\$4,579,366	\$47,618,509

Contract Information

- a. Existing Contracts
 - i. 18-1001869, Preliminary Design, Environmental Services, and Final Design Services, Amount Budgeted \$925,483.

11 Project State Route 60 Archibald Avenue Interchange (0894)

Description

Improve local streets and ramps at the State Route 60 (SR-60) Archibald Avenue Interchange in the City of Ontario to relieve existing congestion and accommodate future traffic demands. Current Phase: Right of Way and Construction.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$25,962,000	\$22,465,285	\$3,152,667	\$344,048

Contract Information

- a. Existing Contracts
 - i. 16-1001328, Environmental Services, Right of Way Engineering and Design, Amount Budgeted \$54,611
 - ii. 18-1001876, Construction Management Services, Amount Budgeted \$189,222.
 - iii. 19-1002127, Utility Agreement, Amount Budgeted \$73,159.
 - iv. 19-1002128, Utility Agreement, Amount Budgeted \$45,761.
 - v. 19-1002181, Construction Capital, Amount Budgeted \$83,095.
 - vi. 19-1002023, ROW Capital Acquisitions, Amount Budgeted \$2,500,000.

12 Project **State Route 210 Pepper Avenue Interchange (0883)**

Description

Construct new interchange to provide freeway access in the City of Rialto. Current phase: Close-out, and Landscape Maintenance.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$23,496,000	\$22,744,906	\$220,214	\$530,880

Contract Information

- a. Existing Contracts
 - i. 19-1002072, Construction Capital, Amount Budgeted \$76,448.
 - ii. 19-1002073, Construction Support, Amount Budgeted \$93,765.

13 Project Interstate 10 Wildwood Interchange (0808)

Description

Construct new partial interchange to relieve existing congestion and accommodate future traffic. Current Phase: Planning and Project Approval & Environmental Document.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
TBD*	\$274,072	\$210,000	TBD*

*Various alternatives being analyzed as part of planning studies which will develop cost estimates.

- a. Existing Contracts
 - i. 20-1002294, Cooperative Agreement for Project Approval and Environmental Document, Amount Budgeted \$200,000.

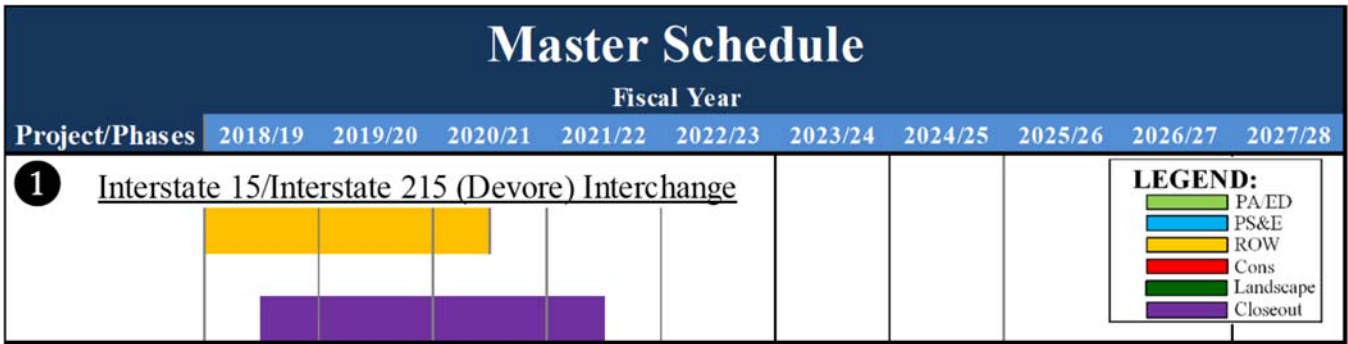
14 Project Interstate 10 Pepper Avenue Interchange (0896)

Description

Reconstruct interchange to relieve existing congestion and accommodate future traffic demands in the City of Rialto. Current Phase: Construction Close-out.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$9,930,216	\$9,929,216	\$1,000	\$0

**Project Delivery Program
Interchange Projects
Cajon Pass**



Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

1 Project Interstate 15/Interstate 215 (Devore) Interchange (0880)

Description

To accommodate existing and future traffic, this project provided four lanes in each direction on Interstate 15 (I-15) through the interchange, added truck by-pass lanes, reconfigured the interchange so that I-15 southbound becomes the primary route, reconnects Cajon Boulevard, and provides other ancillary improvements. Current Phase: Project Close-out including project cost reconciliation and on-going Environmental Mitigation Monitoring.

Total Estimated Cost	Costs to Date*	Proposed Budget	Future Costs
\$325,005,000	\$66,060,759	\$210,000	\$100,000

*Additional \$258.6 million is not going through SBCTA books and not included in Cost to Date.

Project Delivery

Task 0840 Grade Separation Projects

Purpose

The Grade Separation Projects Program develops and constructs railroad grade separations that improve mobility, reduce traffic congestion, and improve safety. Safety benefits include both eliminating the risk associated with vehicles crossing the railroad tracks and the improved response time for emergency responders.

Accomplishments

Measure I revenue supplemented by Trade Corridor Improvement Funds (TCIF) has provided an opportunity to deliver several much needed grade separation projects. The Hunts Lane, Palm Avenue, North Milliken Avenue, Lenwood Road, Glen Helen Parkway Phase 1, South Milliken Avenue, Vineyard Avenue and Laurel Avenue grade separations are completed and closed or are in process of final closeout. The Monte Vista Avenue Grade Separation Project has been completed and final claims resolution is ongoing along with final close-out work.

Contract Information –Project Delivery Program*

- a. Existing Contracts
 - i. 20-1002357, Program Management Services, Amount Budgeted \$15,000.*

* Contracts that are utilized on multiple sub-tasks within the Program.

Local Funding Source Detail

- i. City of Montclair - \$22,447.

Manager

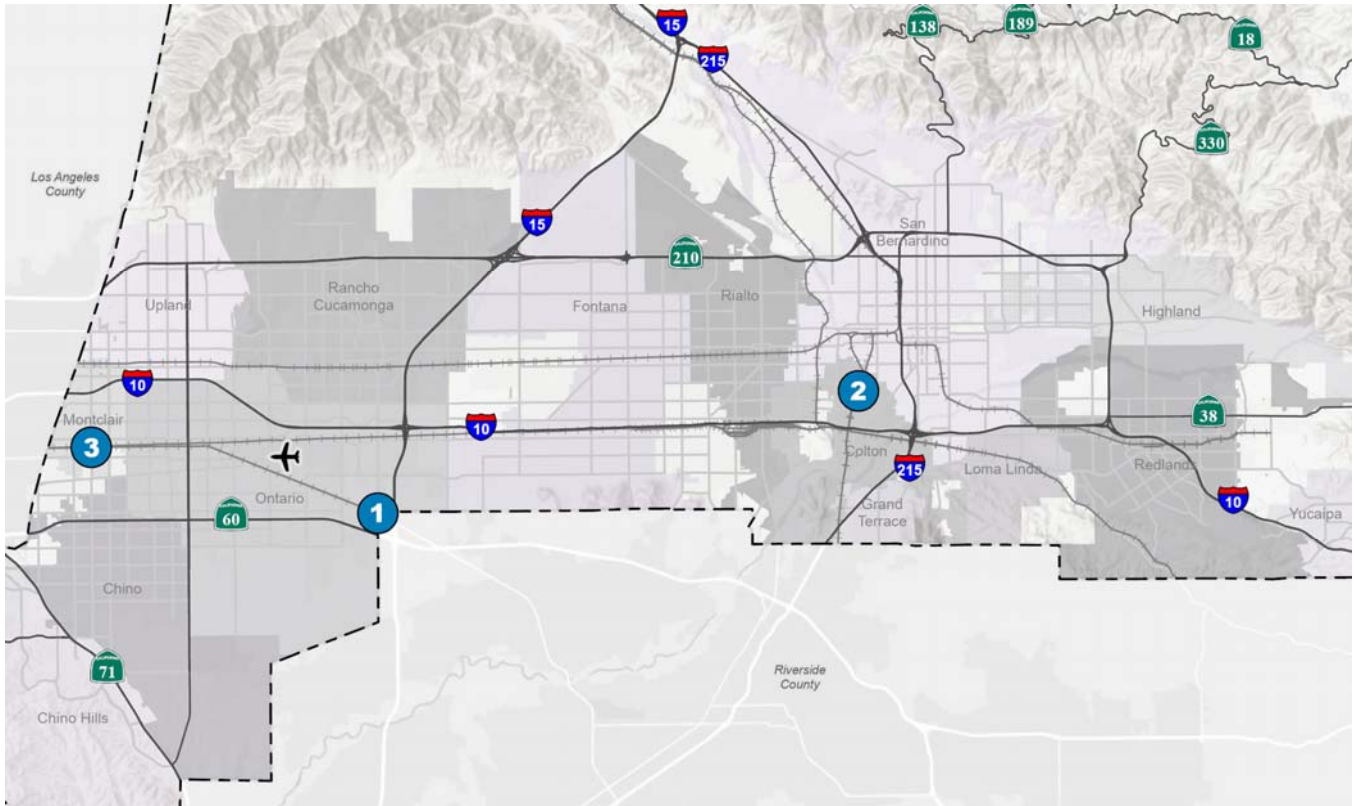
Paula Beauchamp, Director of Project Delivery and Toll Operations

Project Delivery

Task 0840 Grade Separation Projects

			2020/2021	
	2018/2019	2019/2020	Revised	2021/2022
Expenditures	Actual	Actual	Budget	Budget
Professional Services	1,536,579	423,130	-	-
Consulting Services	-	12,551	-	-
Program Management Fees	212,847	97,412	57,000	16,000
Legal Fees	1,236	-	-	50,000
Construction Capital	6,920,093	4,244,862	1,780,000	35,001
Right of Way Capital	(3,193)	-	-	1,000,000
Postage	-	18	-	1,000
Total Expenditures	<u>8,667,562</u>	<u>4,777,973</u>	<u>1,837,000</u>	<u>1,102,001</u>
Funding Sources				
Public Utilities Commission				7,844
MSI Valley Fund-Grade Separations				1,071,710
Local Projects Fund				<u>22,447</u>
Total Funding Sources				<u>1,102,001</u>

Project Delivery Program Grade Separation Projects Valley Subarea



Project/Phases		Fiscal Year									
		2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28
1	South Milliken Ave (UP)	PA&ED			PS&E						
		ROW			Cons						
2	Laurel Ave (BNSF)	Landscape			Closeout						
		Closeout									
3	Monte Vista Avenue Grade Separation (UP)	PA&ED		PS&E		ROW					
		Cons		Landscape		Closeout					

Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

1 Project South Milliken Avenue Grade Separation (0876)

Description

Constructed grade separation over Union Pacific Railroad (UPRR) tracks to relieve traffic congestion and improve safety. Project is located in the City of Ontario. Current Phase: Close-out.

Total Estimated Cost	Costs to Date*	Proposed Budget	Future Costs
\$71,499,361	\$20,997,892	\$1,010,000	\$0

*Additional \$49.5 million is not going through SBCTA's books and not included in Costs to Date.

2 Project Laurel Street Grade Separation (0884)

Description

Constructed a railroad grade separation under the Burlington Northern Santa Fe (BNSF) Railway in the City of Colton to relieve traffic congestion and improve safety. Current phase: Close-out.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$60,105,152	\$60,104,152	\$1,000	\$0

3 Project Monte Vista Avenue Grade Separation (0868)

Description

Construct Grade Separation on Monte Vista Avenue over the Union Pacific Railroad (UPRR) tracks in the City of Montclair. Current Phase: Close-out.

Total Estimated Cost*	Costs to Date	Proposed Budget	Future Costs
\$23,180,000	\$23,089,000	\$91,000	\$0

*Construction phase costs only

Project Delivery

Task 0860 Arterial Projects

Purpose

Enhance circulation, safety, and flow of traffic on the San Bernardino Valley arterial streets and Metrolink Stations by completing improvements to the facilities.

Accomplishments

Construction of all four (4) tiers of the Valley Signal Coordination Program has been completed and re-timing of many of the corridors has been completed. While the operation and maintenance of the systems have been turned over to the local agencies, SBCTA continues to provide on-call specialized traffic signal coordination services through a consultant contract to assist the local agencies in operating and maintaining the systems. Construction was completed for Phase 1 of the Active Transportation Program (ATP) Metrolink improvements project in early 2019. Funding for Phase 2 of the program has been programmed and final design and environmental revalidation is underway. Transition of project management of the Mount Vernon Avenue Viaduct Project from the City of San Bernardino to SBCTA has occurred. Coordination with Burlington Northern Santa Fe Railroad (BNSF) and the City of San Bernardino on development of a three (3) party agreement has been executed to assign roles, responsibilities, and identify funding sources. An environmental reevaluation of the project and preliminary design work was completed in fall 2018 and a reevaluation was completed in mid-2020. SBCTA awarded a design build project and work is already underway. Disassembly of the existing bridge is underway with completion of this work anticipated by mid-2021.

Budgetary changes are mainly due to various projects moving into construction phase.

Contract Information –Project Delivery Program*

- a. Existing Contracts
 - i. 20-1002357, Program Management Services, Amount Budgeted \$625,700.*
 - ii. 15-1001302, Legal Services, Amount Budgeted \$200,000.*

* Contracts that are utilized on multiple sub-tasks within the Program.

Local Funding Source Detail

- i. City of San Bernardino - \$581,520.
- ii. BNSF - \$7,876,680.
- iii. City of Fontana - \$149,925.
- iv. City of Montclair - \$71,212.
- v. City of Rancho Cucamonga - \$156,657.
- vi. City of Upland - \$172,268.
- vii. City of Barstow - \$95,000.

Manager

Paula Beauchamp, Director of Project Delivery and Toll Operations

Project Delivery

Task 0860 Arterial Projects

	2020/2021			
	2018/2019 Actual	2019/2020 Actual	Revised Budget	2021/2022 Budget
Expenditures				
Regular Full-Time Employees	35,601	22,854	59,237	130,245
Fringe Allocation-General	36,168	21,358	60,143	146,618
Professional Services	1,566,508	973,582	1,634,000	1,960,362
Consulting Services	5,252,784	3,816,311	1,853,497	3,373,000
Program Management Fees	640,991	384,480	385,001	625,700
Financial/Legal Bonding Fees	127,451	63,845	-	-
Legal Fees	209,592	526,229	50,000	200,000
Construction Capital	2,828,388	3,006,852	53,386,821	11,239,677
Utilities Capital	-	-	-	200,000
Right of Way Capital	-	10,085,325	31,782,899	3,765,444
Postage	15	104	-	-
Advertising	220	-	2,000	-
Public Information Activities	977	29,643	151,673	98,307
In-kind Contribution	-	-	-	35,016,380
Commercial Paper Interest	-	-	4,662,686	-
Meeting Expense	1,679	641	-	-
Fiscal Agent Fees	-	436,593	-	427,000
Total Expenditures	<u>10,700,374</u>	<u>19,367,817</u>	<u>94,027,957</u>	<u>57,182,733</u>
Funding Sources				
Active Transportation Program - Federal				182,000
Highway Bridge Program				43,520,413
Local Bridge Seismic Retrofit Account-P1				324,840
Public Utilities Commission				95,000
MSI Valley Fund-Arterials				755,815
MSI Valley Fund-Traffic Mgmt Sys				1,780,000
MSI North Desert Fund-Major Local Hwy				1,187,684
Local Projects Fund				<u>9,336,981</u>
Total Funding Sources				<u>57,182,733</u>

Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

Project **Valley Signal Coordination (0701)**

Description

Improve the flow of traffic on the San Bernardino Valley arterial streets by coordinating traffic signals. Current Phase: Monitoring, maintenance and coordinated timing development and implementation.

Total Estimated Cost*	Costs to Date	Proposed Budget	Future Costs
\$24,067,212	\$16,588,608	\$1,780,000	\$5,698,604

*Total Estimated Cost reflects incorporation of five (5) year monitoring and mitigation plan approved at January 2017 Board meeting.

Contract Information

- a. Existing Contracts
 - i. 16-1001515, Professional Services, Amount Budgeted \$700,000.
- b. New Contracts
 - i. RFP, Haven Avenue Pilot Project, Amount Budgeted \$750,000, Total Estimated Contract Amount \$1,000,000.

Note: Project consists of 1,200 locations throughout San Bernardino County. This project is not location specific and covers various jurisdictions. Not included on the map or master schedule.

Project Metrolink ATP Improvements Phase 2 (0810)

Description

Construct pedestrian and bicycle accessibility improvements to local Metrolink stations, Phase 2. Current Phase: Environmental and Design.

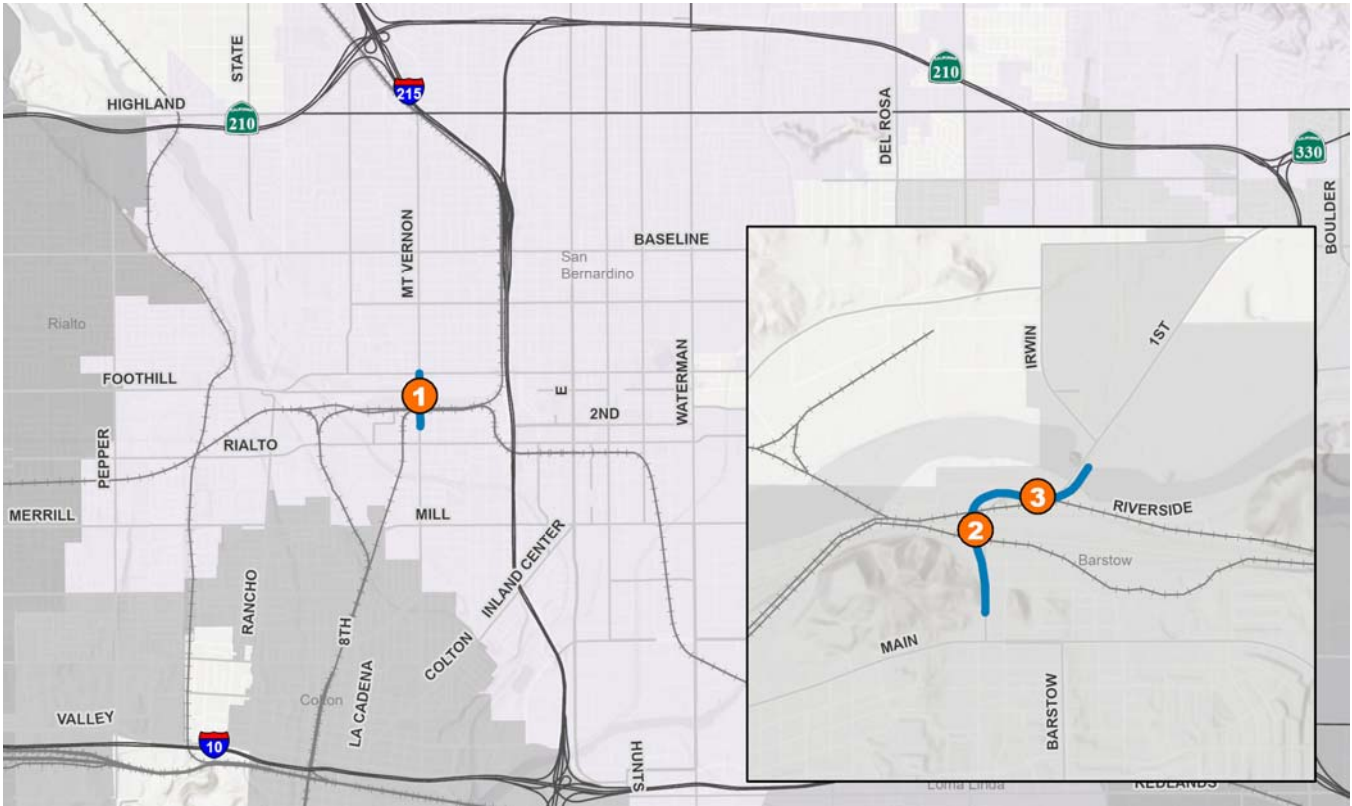
Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$7,509,853	\$206,166	\$735,656	\$6,568,031

Contract Information

- a. Existing Contracts
 - i. 20-1002388, Professional Services, Amount Budgeted \$350,360.
- b. New Contracts:
 - i. RFP, Construction Management Services, Amount Budgeted \$279,600, Total Estimated Contract amount \$837,681.

Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

Project Delivery Program Arterial Projects



Project/Phases		Fiscal Year											
		2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28		
1	<u>Mount Vernon Avenue Viaduct</u>												LEGEND: PA/ED PS&E ROW Cons Landscape Closeout
2	<u>North First Avenue Bridge over BNSF (TBD)</u>												
3	<u>North First Avenue Bridge Over Mojave River and Overflow (TBD)</u>												

Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

1 Project Mount Vernon Avenue Viaduct (0827)

Description

Replace bridge on Mount Vernon Avenue Viaduct over the Burlington Northern Santa Fe Railroad (BNSF) Railway tracks and Intermodal Yard in the City of San Bernardino. Current Phase: Right of Way and Design-Build work.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$225,096,000	\$50,216,906	\$48,250,208	\$126,628,886

Contract Information

- a. Existing Contracts
 - i. 18-1001846, Legal services, Amount Budgeted \$113,000.
 - ii. 18-1001826, Construction Management Services, Amount Budgeted \$1,080,000.
 - iii. 19-1002210, Railroad Construction Support Services, Amount Budgeted \$50,000.
 - iv. 19-1002208, Railroad Construction Support and Mitigation work, Amount Budgeted \$37,123,293.
 - v. 18-1001966, Design Build Services, Amount Budgeted \$6,499,487.

Note: Proposed budget includes Right of Way acquisition and relocation costs, anticipated utility relocations and financing costs.

2 Project North First Avenue Bridge over BNSF (0811)

Description

This project, located in Barstow, will replace an existing bridge on First Avenue over the Burlington Northern Santa Fe Railroad (BNSF). This bridge will be constructed as part of one long bridge split into two (2) projects (see Sub-Task 0812). Sub-task budget to provide Project Management assistance to City. Current Phase: Design, Right of Way.

Total Estimated Cost	Costs to Date*	Proposed Budget	Future Costs
\$86,680,000	\$77,969	\$6,090,000	\$57,902,031

*Additional \$22.61 Million for PA&ED, PS&E and ROW Phase not going through SBCTA books and are not included in Cost to Date.

Contract Information

- a. Existing Contracts:
 - i. 19-1002236, Construction Capital, Amount Budgeted \$100,000.
 - ii. 21-1002469, Construction Management, Amount Budgeted \$700,000.
- b. New Contracts:
 - i. IFB, Construction Capital, Amount Budgeted \$5,090,000, Total Estimated Contract Amount \$47,596,000.

3 Project North First Avenue Bridges Over Mojave River and Overflow (0813)

Description

This project, located in Barstow, will replace the existing bridges on First Avenue over the Mojave River and Overflow. These bridges will be constructed as part of one long bridge split into two (2) projects (see Sub-Tasks 0811). Budget to provide Project Management assistance to City. Current Phase: Design and Right of Way.

Total Estimated Cost	Costs to Date*	Proposed Budget	Future Costs
\$64,550,000	\$0	\$50,000	\$61,750,000

*Additional \$2.75 Million for PA&ED Phase not going through SBCTA books and is not included in Cost to Date.

Enterprise Program Budget

Description

The Finance department is responsible for finance/accounting activities for the Enterprise program.

Goals and Objectives

Assist in the accounting, budgeting, establishment of the policies and procedures, and Transportation Infrastructure Finance and Innovation Act (TIFIA) loan reporting/compliance for the express lane project.

Performance/Workload Indicators

	2018/2019 Actual	2019/2020 Actual	2020/2021 Revised Budget	2021/2022 Budget
Annually comply with reporting requirements mandated by the Transportation, Infrastructure, Finance, and Innovation Act (TIFIA) loan	N/A	YES	YES	YES
Complete Refinance – interest rate reset on the TIFIA Loan	N/A	N/A	YES	N/A
Submit requisitions requests to TIFIA to fund the Construction phase of the I-10 Express Lane Project	N/A	N/A	N/A	YES

Attachment: MVSS Meeting March 2021 (6929 : SBCTA Fiscal Year 2021/2022 Budget Task Review - MVSS)

Express Lanes

Task 0750 Express Lanes Operation

Purpose

Record and provide for SBCTA's express lane activities including finance/accounting, procurement, risk management and contract administration, contract management, and toll operations.

Accomplishments

1. Participated in establishing financing for the project which includes loan from the Transportation Infrastructure Finance and Innovation Act (TIFIA) and advance from Measure I Freeway Program.

Work Elements

This activity will account for the finance/accounting and audit of Express Lanes Operations, audit of Federal grants, TIFIA loan proceeds and payments, procurement/contract administration, construction management, and toll operations.

Product

The cost of operations for the Express Lanes will be accounted in Fund 7550, I-10 Express Lanes Fund. The debt service for the Federal loan with TIFIA will be accounted for in this fund.

Manager

Hilda Flores, Chief Financial Officer

Express Lanes

Task 0750 Express Lanes Operation

	2020/2021			
	2018/2019 Actual	2019/2020 Actual	Revised Budget	2021/2022 Budget
Expenditures				
Other Service Charges	-	-	-	-
Advance Interest	-	-	-	-
Total Expenditures	-	-	-	-
Funding Sources				
I-10 Express Lanes				-
Total Funding Sources				-

Minute Action

AGENDA ITEM: 4

Date: *March 11, 2021*

Subject:

Receive a Presentation on Contract Analytics

Recommendation:

Receive a presentation on the contract analytics dashboard and an overview of construction contract costs overseen by San Bernardino County Transportation Authority.

Background:

The purpose of this contract analytics dashboard is to offer a comparative perspective on the amount of added costs a construction contract might incur relative to a construction project's original cost.

A construction contract could incur the following added costs:

- *Contingency* - For unanticipated costs
- *Contingency Increase* - Should the original contingency amount not suffice
- *Settlements* - Resolving disputes concerning damages a contractor alleges it incurred as a result of the project

The dashboard represents construction contract costs using a bar and line graph that show cost amounts in whole US dollars. These graphs help show how portions of costs compare to the original amount approved for a construction contract.

Costs are presented in two ways:

- Aggregated by award year and by San Bernardino County Transportation Authority (SBCTA) departments with construction contracts.
- For each individual construction contract.

A link to the contract analytics dashboard is being provided for your information:
www.gosbcta.com/contractanalytics

Financial Impact:

This item has no impact on the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item is scheduled for review by the Mountain Desert Policy Committee on March 19, 2021. SBCTA Procurement Manager has reviewed this item.

Responsible Staff:

Jeffery Hill, Procurement Manager

Approved
Board of Directors Metro Valley Study Session
Date: March 11, 2021

Witnessed By:

Entity: San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 5

Date: March 11, 2021

Subject:

On-Call Legal Contracts 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 award of Contract No. 21-1002498 with Best Best & Krieger LLP, for On-Call Legal Services in an amount as described in Recommendation D.
- B. Approve award of Contract No. 21-1002555 with Woodruff, Spradlin & Smart, A Professional Corporation, for On-Call Legal Services in an amount as described in Recommendation D.
- C. Approve award of Contract No. 21-1002553 with Kaplan Kirsch Rockwell LLP, for On-Call Legal Services in an amount as described in Recommendation D.
- D. Approve expending an amount not-to-exceed \$10,000,000 among Best Best & Krieger LLP (21-1002498), Woodruff, Spradlin & Smart, A Professional Corporation (21-1002555), and Kaplan Kirsch Rockwell LLP (21-1002553) over a five-year term, with two one-year options to extend, for a total not-to-exceed amount of \$10,000,000.

Background:

On December 2, 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) authorized the release of a Request for Proposals (RFP) for On-Call Legal Services. On December 2, 2020 RFP No. 21-1002498 was released and was sent electronically by PlanetBids to approximately 58 registered consultants and was downloaded by 19 consultants. In addition, the RFP was posted to SBCTA's website. The solicitation was issued in accordance with current SBCTA policies and procedures for Legal Services. Nine (9) proposals were received and the firms recommended by the Evaluation Committee for contract award are Best Best & Krieger LLP, Kaplan Kirsch Rockwell LLP, and Woodruff, Spradlin & Smart, A Professional Corporation. The selection panel viewed these firms as having a broad base of knowledge and resources as well as a firm understanding of current legal issues associated with project delivery. In addition, their fees were competitive relative to the other proposers. Table 1 includes the specific scopes of legal services that were requested and the firms who are recommended to provide those services.

Table 1

Category	Firm Name
Environmental Legal Services	Best Best & Krieger LLP
	Woodruff, Spradlin & Smart
Right-of-Way Legal Services	Best Best & Krieger LLP
	Woodruff, Spradlin & Smart
Construction Legal Services	Best Best & Krieger LLP
	Kaplan Kirsch Rockwell LLP
	Woodruff, Spradlin & Smart
Toll Operations Legal Services	Best Best & Krieger LLP
	Kaplan Kirsch Rockwell LLP

Summary of Evaluation Process:

Following the release of the RFP, Addendum No. 1 was issued on December 17, 2020 responding to questions received by the deadline. Addendum No. 2 was issued on January 4, 2021 responding to additional questions received. Addendum No. 3 was issued on January 5, 2021 clarifying which forms needed to be submitted with the proposals.

Nine (9) proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Analyst who found all nine (9) proposals to be responsive. The following is a summary of the events that transpired in the evaluation and selection process.

The proposals, a copy of the Score Sheets, and the Declaration of Impartiality and Confidentiality form were distributed to the committee members. The Evaluation Committee was comprised of SBCTA staff from Project Delivery and General Counsel.

Evaluators concluded their individual review of the proposals and convened on January 28, 2021 to review, discuss, and score each proposal according to the evaluation criteria, noting the strengths and weaknesses of each proposal. At the completion of discussions the committee members individually scored the proposals based on the following evaluation criteria; Qualifications, Related Experience and References – 30 points, Proposed Staffing and Project Organization – 30 points, Work Plan – 25 points, and Price – 15 points.

Based on scoring, the firms were ranked in order of technical merit, and a short-list was developed. The firms short-listed and invited to interviews, listed in alphabetical order, were: Best Best & Krieger LLP, Kaplan Kirsch Rockwell LLP, Nossaman LLP and Woodruff, Spradlin & Smart.

Minor variances in the criteria scores were noted and discussed. The firms clearly demonstrated a thorough understanding of the scope of work and proposed overall solid teams. Since pricing was a factor in the score, two firms were asked to present a “Best and Final Offer” on their pricing, however, only one was found to have unique qualifications such that it warranted the slightly higher hourly fees. Evaluation forms, a full detail of scoring, and reference checks are located in the Contract Audit File.

As a result of the scoring, the Evaluation Committee recommends that contracts to perform the scope of work as outlined in the RFP, and described in Table 1, be awarded to Best Best & Krieger LLP, Woodruff, Spradlin & Smart , and Kaplan Kirsch Rockwell LLP.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

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

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors Metro Valley Study Session
Date: March 11, 2021
Witnessed By:

General Contract Information

Contract No: 21-1002498 Amendment No.: 0
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 00235 Vendor Name: Best Best & Krieger LLP
 Description: On-Call Legal Services
 List Any Related Contract Nos.: 21-1002553, 21-1002555

Dollar Amount					
Original Contract	\$	3,000,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	3,000,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)					\$ 3,000,000.00

Contract Authorization

Board of Directors Date: 4/7/2021 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

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

Accounts Payable

Estimated Start Date: 4/15/2021 Expiration Date: 3/31/2026 Revised Expiration Date: _____

NHS: No QMP/QAP: No Prevailing Wage: No

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL							Various	3,000,000.00	-
GL								3,000,000.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

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

Additional Notes: Amount of \$10,000,000 split among three on-call contracts.

Attachment: CSS 21-1002498 BBK [Revision 1] (7125 : On-Call Legal Contracts Award)

CONTRACT NO. 21-1002498**BY AND BETWEEN**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

AND

BEST BEST & KRIEGER LLP

FOR

ON-CALL LEGAL SERVICES FOR PROJECT DELIVERY

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Best Best & Krieger LLP (“ATTORNEY”) whose address is: 3390 University Avenue, 5th Floor, Riverside, CA 92502. SBCTA and ATTORNEY are each a “Party” and collectively the “Parties”.

RECITALS:

- A.** SBCTA requires certain legal services as described in Exhibit A to this Contract; and
- B.** ATTORNEY has confirmed that ATTORNEY has the requisite personnel and experience and is fully capable and qualified to perform the legal services described; and
- C.** ATTORNEY desires to perform the legal services for the compensation and in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

ATTORNEY agrees to perform legal services set forth in Exhibit A, “Scope of Work”, (hereinafter referred to as “Work”), in accordance with professional standards which are generally accepted in the State of California, in accordance with the terms and conditions and in the sequence, time, and manner set forth in this Contract. The word “Work” includes without limitation the performance, fulfillment and discharge by ATTORNEY of all obligations, duties, tasks, and services imposed upon or assumed by ATTORNEY under this Contract, and the Work performed shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing standards in the industry.

ARTICLE 2. PERIOD OF PERFORMANCE

The Period of Performance by ATTORNEY under this Contract shall commence upon issuance of a written Notice to Proceed issued by SBCTA, unless agreed otherwise, and shall continue in full force

and effect through March 31, 2026.

SBCTA at its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed March 31, 2028.

ARTICLE 3. COMPENSATION

- 3.1 The total Not-To-Exceed Amount is Ten Million Dollars (\$10,000,000) for Work to be provided under this Contract and Contract Numbers 21-1002555 and 21-1002553. SBCTA shall compensate ATTORNEY for Work performed pursuant to the rates set forth in Exhibit B, "Attorneys' Fees and Charges". The hourly rates identified in Exhibit B shall remain fixed for the term of this Contract and include ATTORNEY's direct labor costs, indirect costs, and profit subject to 3.2 below. All costs and expenses shall be reimbursed for the amounts identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B. Due to the uncertainties and variability of litigation strategies by opposing counsel, ATTORNEY does not agree that it can complete the litigation within the Not-To-Exceed-Amount. However, if the total cost of the litigation approaches the Not-To-Exceed figure, ATTORNEY will notify SBCTA so that SBCTA and ATTORNEY can prepare a written amendment to this Agreement increasing the Not-To-Exceed Amount.
- 3.2 Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Management, professional, and related" or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of March 2022, based on the December 2021 employment cost index, and shall be applied each March 1st for the term of the Contract based on the prior December employment cost index.
- 3.3 Total compensation to ATTORNEY for full and complete performance of Work, in compliance with all the terms and conditions of this Contract, payment by ATTORNEY of all obligations incurred in, or application to, ATTORNEY's performance of Work, and for which ATTORNEY shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), shall not exceed the amount set forth in 3.1 above.
- 3.4 Any services provided by ATTORNEY not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be ATTORNEY's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "Changes" provision in this Contract.

ARTICLE 4. PAYMENT

- 4.1 The compensation of ATTORNEY shall be payable forty-five (45) calendar days after receipt by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not

be construed to be an acceptance of Work.

- 4.2 ATTORNEY shall prepare all invoices in a form satisfactory to and approved by SBCTA and it shall be accompanied by documentation supporting each element of measurement and/or cost and specifically describing the nature of services performed. Block billing will not be accepted. ATTORNEY will not be entitled to compensation for services necessary to correct Work previously performed by ATTORNEY unless the corrective services are caused by inaccurate or deficient performance by SBCTA. Each invoice will be for a monthly billing period and will be marked with SBCTA's contract number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall request payment for Work (including additional Work authorized by SBCTA) completed by ATTORNEY during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to ATTORNEY. Any costs incurred by ATTORNEY in connection with the resubmission of a proper invoice shall be at ATTORNEY's sole expense.
- 4.3 No payment will be made prior to approval of any Work, nor shall any Work be performed prior to approval of this Contract by SBCTA's duly authorized representative.
- 4.4 ATTORNEY agrees to promptly pay each subcontractor for the satisfactory completion of all work performed under this Contract, no later than ten (10) calendar days from the receipt of payment from SBCTA. SBCTA reserves the right to request documentation from ATTORNEY showing payment has been made to its subcontractors.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, ATTORNEY shall pay when due, and the compensation set forth in Article 3 will be inclusive of, all (a) local, municipal, state, and federal sales and use taxes; (b) excise taxes; (c) taxes on personal property owned by ATTORNEY; and (d) all other governmental fees and taxes or charges of whatever nature applicable to ATTORNEY to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

- 7.1 ATTORNEY shall provide SBCTA and its authorized representatives or agents access to ATTORNEY's records which are directly related to this Contract for the purpose of inspection, auditing or copying. ATTORNEY shall maintain all records related to this

Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract, in which case ATTORNEY agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. ATTORNEY further agrees to maintain separate records for costs of work performed by amendment. ATTORNEY shall allow SBCTA or its representatives or agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that are performing work under this Contract.

- 7.2 The cost proposal for this Contract is subject to audit at any time. After ATTORNEY receives any audit recommendations the Cost Proposal shall be adjusted by ATTORNEY and approved by SBCTA's General Counsel to conform to the audit recommendations. ATTORNEY agrees that individual items of cost identified in the audit report may be incorporated into this Contract at SBCTA's sole discretion. Refusal by the ATTORNEY to incorporate the audit or post award recommendations will be considered a breach of the Contract terms and cause for termination of the Contract.

ARTICLE 8. RESPONSIBILITY OF ATTORNEY

ATTORNEY shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable Federal, state and local laws and regulations and other services furnished by ATTORNEY under the terms of this Contract.

ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A, "Scope of Work".

ARTICLE 10. CHANGES

- 10.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. ATTORNEY will be advised of any such changes by written notification from SBCTA describing the change.
- 10.2 Promptly after such written notification of change is given to ATTORNEY by SBCTA, ATTORNEY and SBCTA will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY/DRUG FREE WORKPLACE

- 11.1 During the term of this Contract, ATTORNEY shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex marital status, gender identity, ender expression, sexual orientation, age, or military and veteran status. ATTORNEY agrees to comply with the provisions of Federal Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and local

laws, regulations and policies relating to equal employment and contracting opportunities, including laws, regulations and policies hereafter enacted.

- 11.2 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.
- 11.3 ATTORNEY agrees to comply with the Drug Free Workplace Act of 1990 set forth in Government Code section 8350 et seq.

ARTICLE 12. CONFLICT OF INTEREST

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

ARTICLE 13. KEY PERSONNEL

Key personnel and their functions specified in Exhibit C, Key Personnel, are considered to be essential to Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Work, which are the responsibility of key personnel, to other personnel, ATTORNEY shall notify SBCTA's General Counsel reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the Project. Diversion or reallocation of key personnel shall be subject to written approval by SBCTA's General Counsel. SBCTA's General Counsel also reserves the right to approve proposed substitutions for key personnel. In the event that SBCTA's General Counsel and ATTORNEY cannot agree as to the substitution of key personnel, SBCTA shall be entitled to terminate this Contract.

ARTICLE 14. REPRESENTATIONS

Services supplied by ATTORNEY under this Contract shall be supplied by personnel who are careful, skilled, experienced and competent and possess all necessary licenses and permits in their respective trades or professions.

ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 If, as a part of this Contract, ATTORNEY is required to produce materials, documents, data, or information ("Products"), then ATTORNEY, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.
- 15.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA medium furnished to ATTORNEY in the performance of this Contract will at all

times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of the Work being performed by ATTORNEY without the express written consent of SBCTA.

- 15.3 ATTORNEY shall not use SBCTA's name, photographs or Products in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 15.4 All press releases, or press inquiries relating to the Work or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be provided or handled only by SBCTA unless otherwise agreed to by ATTORNEY and SBCTA.
- 15.5 Except as reasonably necessary for the performance of Work, ATTORNEY agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SBCTA, any information obtained by ATTORNEY from or through SBCTA in connection with ATTORNEY's performance of Work under this Contract, unless (a) the information was known to ATTORNEY prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to ATTORNEY, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of ATTORNEY or its employees, agents, or subcontractors, or (c) the information was obtained by ATTORNEY from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to ATTORNEY's knowledge and belief, the right to disclose the same.
- 15.6 Intentionally Omitted

ARTICLE 16. TERMINATION

- 16.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to ATTORNEY specifying the date of termination. On the date of such termination stated in said notice, ATTORNEY shall promptly discontinue performance of Work and shall preserve work in progress and completed work ("Work"), pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 16.1.1 ATTORNEY shall deliver to SBCTA all deliverables prepared by ATTORNEY or its subcontractors or furnished to ATTORNEY by SBCTA. Upon such delivery, ATTORNEY may then invoice SBCTA for payment in accordance with the terms hereof.
- 16.1.2 If ATTORNEY has fully and completely performed all obligations under this Contract up to the date of termination, ATTORNEY shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Work satisfactorily executed to the date of termination.
- 16.1.3 ATTORNEY shall be entitled to receive the actual cost incurred by ATTORNEY to

turn over work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

16.2 Termination for Cause

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

16.2.2 In the event of termination ATTORNEY shall deliver to SBCTA all finished and unfinished products prepared under this Contract by ATTORNEY or its subcontractors or furnished to ATTORNEY by SBCTA.

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

ARTICLE 17. STOP WORK ORDER

Upon failure of ATTORNEY or its subcontractors to comply with any of the requirements of this Contract, SBCTA shall have the authority to stop any Work of ATTORNEY or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 16, "TERMINATION".

ARTICLE 18. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or time for ATTORNEY's claim unless expressly agreed to by SBCTA in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to ATTORNEY by SBCTA. No claim hereunder by ATTORNEY shall be allowed if asserted after final payment has been made under this Contract.

ARTICLE 19. INSURANCE

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

19.2 Commercial General Liability:

- ATTORNEY shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA’s Risk Manager determines it is in SBCTA’s best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

19.3 Commercial Auto:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the ATTORNEY services.
 - Combined Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

19.4 Umbrella/Excess CGL:

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

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

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

19.5 Worker's Compensation/Employer's Liability:

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

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

19.6 Professional Liability:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$9,000,000
- Coverage shall be appropriate for the ATTORNEY’S profession and provided services to include coverage for errors and omissions arising out of the ATTORNEY’S professional services, or services of any person employed by the ATTORNEY.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the ATTORNEY begins to perform Work under this Contract.
 - ATTORNEY shall secure and maintain “tail” coverage for a minimum of three (3) years after Contract completion.

19.7 Cyber Liability:

In an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Vendor; but not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by ATTORNEY in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

19.8 Pollution Liability: Intentionally Omitted

19.9 Builder’s Risk Insurance: Intentionally Omitted

19.10 Railroad Protective Liability Insurance: Intentionally Omitted

General Provisions

Qualifications of Insurance Carriers. All policies shall be written by insurance carriers shall be authorized and/or admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability, Excess/Umbrella Liability and Contractor’s Pollution Liability policies may be from non-admitted carriers provided they are authorized to conduct business in the state of California and meet the current A.M. Best rating of A: VIII or better.

Additional Insurance Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as

additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the ATTORNEY under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, ATTORNEY shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, ATTORNEY shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. ATTORNEY will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to SBCTA’s Risk Manager. ATTORNEY will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due ATTORNEY. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.

ATTORNEY’s and Subconsultants’ Insurance will be Primary. All policies required to be maintained by the ATTORNEY or any subconsultant with the exception of Professional Liability and Worker’s Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of ATTORNEY’s or subconsultants’ pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

Waiver of Subrogation Rights. To the fullest extent permitted by law, ATTORNEY hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, ATTORNEY shall require similar

written express waivers and insurance clauses from each of its subconsultants of every tier. ATTORNEY shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit ATTORNEY from waiving the right of subrogation prior to a loss or claim.

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

Enforcement. SBCTA may take any steps as are necessary to assure ATTORNEY's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the ATTORNEY fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the ATTORNEY or withhold such expense from amounts owed ATTORNEY, or terminate this Contract. The insurance required or provided shall in no way limit or relieve ATTORNEY of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve ATTORNEY for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve ATTORNEY, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

Subconsultant Insurance. Insurance required of the ATTORNEY shall be also provided by subconsultants or by ATTORNEY on behalf of all subconsultants to cover their services performed under this Contract. ATTORNEY may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. ATTORNEY shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

Higher limits. The Insurance obligations under this agreement shall be the greater of 1- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available

to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

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

ARTICLE 20. INDEMNITY

ATTORNEY shall defend, indemnify and hold harmless SBCTA and its authorized officers, employees, agents and volunteers, from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, any negligence, errors or omissions in the performance of this Contract by ATTORNEY, or ATTORNEY's agents, officers, or employees.

ATTORNEY's obligation to defend, indemnify, and hold SBCTA, its agents, officers and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in the Contract for ATTORNEY to procure and maintain a policy of insurance.

ARTICLE 21. ERRORS AND OMISSIONS

ATTORNEY shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. ATTORNEY may be liable for SBCTA's costs resulting from errors or deficiencies, fines, penalties and damages arising out of Work furnished under this Contract.

ARTICLE 22. OWNERSHIP OF DOCUMENTS

- 22.1 All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by ATTORNEY under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.
- 22.2 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).
- 22.3 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. SUBCONTRACTS

- 23.1 ATTORNEY shall not subcontract performance of all or any portion of Work under this Contract, except those subcontractors listed in the ATTORNEY's proposal, without first notifying SBCTA of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all subcontracts at any tier.
- 23.2 ATTORNEY agrees that any and all subcontractors of ATTORNEY will comply with the terms of this Contract applicable to the portion of Work performed by them. If requested by SBCTA, ATTORNEY shall furnish SBCTA a copy of the proposed subcontract for SBCTA General Counsel's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA approval shall not be unreasonably withheld.
- 23.3 Approval by SBCTA of any Work to be subcontracted and of the subcontractor to perform the Work will not relieve ATTORNEY of any responsibility or liability in regard to the acceptable and complete performance of the Work. Any substitution of subcontractors must be approved in writing by SBCTA's General Counsel.

ARTICLE 24. INDEPENDENT CONTRACTOR

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

ARTICLE 25. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

SBCTA has not set a project specific DBE goal for this project. SBCTA does encourage the use of small and DBE firms.

ARTICLE 26. STATEMENT OF COMPLIANCE

- 26.1 ATTORNEY's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that ATTORNEY has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2 California Code of Regulations (CCR) Section 8103.
- 26.2 During the performance of this Contract, ATTORNEY and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or use of family care leave. ATTORNEY and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. ATTORNEY and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2 CCR Sections 11005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. ATTORNEY and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

ARTICLE 27. DEBARMENT AND SUSPENSION CERTIFICATION

- 27.1 ATTORNEY's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that ATTORNEY has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to SBCTA.
- 27.2 Exception will not necessarily result in denial of recommendation for award, but will be considered in determining ATTORNEY responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- 27.3 Exceptions to the System for Award Management (SAM) maintained by the General Services Administration are to be determined by the Federal Highways Administration.

ARTICLE 28. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 29. PROHIBITION OF EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING

Intentionally Omitted

ARTICLE 30. EQUIPMENT PURCHASE

Intentionally Omitted

ARTICLE 31. ATTORNEY’S FEES

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

ARTICLE 32. GOVERNING LAW AND VENUE

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

ARTICLE 33. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 34. CONTRACT DOCUMENTS/PRECEDENCE

- 34.1 The Contract consists of the Contract Articles, Exhibit A “Scope of Work”, Exhibit B - “Attorneys’ Fees and Charges”, Exhibit C - “Key Personnel”, Exhibit D - “Notice”, SBCTA’s Request for Proposals (if applicable), and ATTORNEY’s proposal (if applicable), all of which are incorporated into of this Contract by this reference.
- 34.2 In the event of a conflict in the terms of the Contract documents, the following order of precedence shall apply: (1) the Contract Articles; (2) Exhibits A, B, C and D; (3) SBCTA’s Request for Proposals (if applicable); and (4) ATTORNEY’s Proposal (if applicable).
- 34.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, ATTORNEY shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA’s determination of a resolution of the conflict.

ARTICLE 35. COMMUNICATIONS AND NOTICES

Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made, or (b) upon delivery into the United States Mail if

delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Each such notice shall be sent to the respective Party at the address indicated in Exhibit D, "Notice", or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing.

ARTICLE 36. DISPUTES

- 36.1 In the event any dispute arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA within thirty (30) calendar days after ATTORNEY gives SBCTA written notice of the dispute, which shall include a particular statement of the grounds of the dispute. If ATTORNEY does not agree with the decision, then ATTORNEY shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SBCTA. If the Executive Director fails to resolve the dispute in a manner acceptable to ATTORNEY, then such appeal shall be decided by a court of competent jurisdiction.
- 36.2 During the pendency of efforts to resolve the dispute, ATTORNEY shall proceed with performance of this Contract with due diligence.

ARTICLE 37. GRATUITIES

ATTORNEY, its employees, agents, and representatives shall not offer or give to an officer, official, or employee of SBCTA, gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 38. REVIEW AND ACCEPTANCE

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

ARTICLE 39. SAFETY

ATTORNEY shall strictly comply with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to ATTORNEY's operations in the performance of Work.

ARTICLE 40. ASSIGNMENT

The expertise and experience of ATTORNEY are material considerations for this Contract. SBCTA has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on ATTORNEY under this Contract. In recognition of this interest, ATTORNEY shall not assign any right or obligation under this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA.

SBCTA's exercise of consent shall be within its sole discretion. Any attempted or purported assignment without SBCTA's written consent shall be void and of no effect. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties hereto.

ARTICLE 41. AMENDMENTS

No change, modification or alteration of this Contract shall be binding unless expressed in writing duly executed by ATTORNEY and SBCTA. However, changes to the Contract to implement administrative changes such as approved changes in key personnel as provided in Exhibit C - "Key Personnel", may be made by administrative amendment signed by ATTORNEY and SBCTA's General Counsel or other duly authorized representative.

ARTICLE 42. CONTINGENT FEE

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

ARTICLE 43. FORCE MAJEURE

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

ARTICLE 44. ENTIRE DOCUMENT

This Contract, Exhibits, and documents referenced in Article 34 constitute the sole and entire agreement between the Parties governing the Work, and supersedes any prior understandings, negotiations, agreements, arrangements and undertakings, written or oral, between the Parties respecting the subject matter herein. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract. It is the intent of the Parties that this Contract is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions. No representation, warranty, covenant, inducement or obligation not included in this Contract shall be binding.

ARTICLE 45. CONSTRUCTION OF CONTRACT

The language of this Contract will be construed in accordance with its fair meaning. This Contract shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof and shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Contract.

ARTICLE 46. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Contract. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

ARTICLE 47. HEADINGS

All paragraph headings throughout this Contract are for convenience of reference only.

ARTICLE 48. ORIGINALS AND COPIES

This Contract with the Exhibits attached may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

ARTICLE 49. SEVERABILITY

If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

ARTICLE 50. WAIVER

Neither SBCTA's acceptance of, or payment for, any Work performed by ATTORNEY, nor any waiver by either Party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

ARTICLE 51. CLEAN AIR

ATTORNEY shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. ATTORNEY shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to the Federal Awarding Agency and the appropriate EPA Regional Office. ATTORNEY agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 52. EFFECTIVE DATE

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

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

DRAFT

Attachment: Draft Contract 21-1002498 On-Call Legal Services for Project Delivery - BBK [Revision 2] (7125 : On-Call Legal Contracts Award)

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

BEST BEST & KRIEGER LLP

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Steven C. DeBaun
Partner

By: _____
Frank J. Navarro
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Juanda Lowder Daniel
Assistant General Counsel

DRAFT

Attachment: Draft Contract 21-1002498 On-Call Legal Services for Project Delivery - BBK [Revision 2] (7125 : On-Call Legal Contracts Award)

EXHIBIT A – “SCOPE OF WORK”

DRAFT

Attachment: 21-1002498 (combined attachments for printing) (7125 : On-Call Legal Contracts Award)

EXHIBIT A – “SCOPE OF WORK”

Provide legal services on an as needed basis in support of SBCTA’s Project Delivery and Toll Operations Program. Such legal services shall include pre-litigation advice, representation in litigation and subject matter may relate to any project related tasks as requested by SBCTA staff and may pertain to environmental, Right-of-Way, construction, and toll operations topics.

Environmental legal services to be provided include, but are not limited to the following:

- Advise SBCTA on current environmental topics.
- Evaluate environmental issues as it pertains to CEQA or NEPA and regulatory requirements.
- Develop responses and provide input to finalize documents, permits, agreements, etc. that are necessary for environmental mitigation.

Right-of-Way legal services to be provided include, but are not limited to the following:

- Assist in negotiations to acquire property, including mediation.
- Coordinate with other Right-of-Way consultants, appraisers, engineers, etc.
- Assist in preparing offer packages made to owners of property being acquired for project implementation.
- Assist in preparing documentation to support Legal and Administrative settlements.
- Assist in preparing resolutions of necessity and supporting documents.
- Assist in preparing any studies, reports or documentation necessary to justify acquisitions.
- Prepare all pleadings and represent SBCTA through final resolution, whether by settlement, trial, or appeal in condemnation actions, inverse condemnation actions and any other litigation or proceedings (including administrative proceedings concerning relocation claims) relating to the acquisition of any property needed for project implementation.

Provide Construction Legal Services that include, but are not limited to:

- Advise on potential construction delay situations.
- Develop responses, or assist in developing responses to contractors.
- Provide analysis of situations, if needed coordinate with other contractors, engineers, etc.

Provide Toll Operations Legal Services that include, but are not limited to:

- Liability.
- Privacy Policy Requirement Updates.
- Industry-wide Legal Challenges.
- Emerging topics pertaining to any aspect of Toll Operations.
- Prepare all pleadings and represent SBCTA through final resolution, whether by settlement or trial.

EXHIBIT B – “ATTORNEYS’ FEES AND CHARGES”

DRAFT

Attachment: 21-1002498 (combined attachments for printing) (7125 : On-Call Legal Contracts Award)



**Price List – Attachment B for: RFP No. 21-1002498
(Time and Materials)**

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Steven DeBaun	Partner	Lead Contact & Toll Operations	\$ 375
Charity Schiller	Partner	Environmental	\$ 375
Scott Ditfurth	Partner	Construction & Toll Operations	\$ 375
Margaret Hosking	Partner	Right-of-Way	\$ 375
Mark Easter	Partner	Right-of-Way	\$ 375
Mary Beth Coburn	Partner	Construction	\$ 375
Haviva Shane	Of Counsel	Construction & Toll Operations	\$ 375
Andrew Skanchy	Of Counsel	Environmental	\$ 375
Associate	Associate		\$ 315
Paralegal, Clerk	Paralegal, Clerk		\$ 180
Litigation Analyst	Litigation Analyst		\$ 180
			\$
			\$
			\$

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
Not Applicable	\$ 0	\$ 0
	\$	\$
	\$	\$
	\$	\$
	\$	\$

Best Best & Krieger LLP

Proposer

Steven DeBaun

01/13/2021

Signature of Authorized Person

Date

Attachment: 21-1002498 (combined attachments for printing) (7125 : On-Call Legal Contracts Award)

EXHIBIT C – “KEY PERSONNEL”

Name	Title
Steven DeBaun	Partner
Charity Schiller	Partner
Scott Ditfurth	Partner
Margaret Hosking	Partner
Mark Easter	Partner
Mary Beth Coburn	Partner
Haviva Shane	Of Counsel
Andrew Skanchy	Of Counsel

DRAFT

Attachment: 21-1002498 (combined attachments for printing) (7125 : On-Call Legal Contracts Award)

EXHIBIT D – “NOTICE”

To ATTORNEY	To SBCTA
Best Best & Krieger LLP	San Bernardino County Transportation Authority
3390 University Avenue, 5 th Floor	1170 W. 3 rd Street, 2 nd Floor
Riverside, CA 92502	San Bernardino, CA 92410-1715
Attn: Steven DeBaun Email: steven.debaun@bbklaw.com	Attn: Paula Beauchamp Email: pbeauchamp@gosbcta
Phone: (951) 826-8201	Phone: (909) 884-8276

DRAFT

Attachment: 21-1002498 (combined attachments for printing) (7125 : On-Call Legal Contracts Award)

General Contract Information

Contract No: 21-1002555 Amendment No.: 0
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 02420 Vendor Name: Woodruff, Spradlin & Smart
 Description: On-Call Legal Services
 List Any Related Contract Nos.: 21-1002553, 21-1002498

Dollar Amount					
Original Contract	\$	6,000,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	6,000,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)					\$ 6,000,000.00

Contract Authorization

Board of Directors Date: 4/7/2021 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

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

Accounts Payable

Estimated Start Date: 4/15/2021 Expiration Date: 3/31/2026 Revised Expiration Date: _____

NHS: No QMP/QAP: No Prevailing Wage: No

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL							Various	6,000,000.00	-
GL								6,000,000.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

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

Additional Notes: Amount of \$10,000,000 split among three on-call contracts.

Attachment: CSS 21-1002555 WSS [Revision 1] (7125 : On-Call Legal Contracts Award)

CONTRACT NO. 21-1002555

BY AND BETWEEN

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

AND

WOODRUFF, SPRADLIN & SMART, A Professional Corporation

FOR

ON-CALL LEGAL SERVICES FOR PROJECT DELIVERY

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Woodruff, Spradlin & Smart, A Professional Corporation (“ATTORNEY”) whose address is: 555 Anton Boulevard, Suite 1200, Costa Mesa, CA 92626. SBCTA and ATTORNEY are each a “Party” and collectively the “Parties”.

RECITALS:

- A.** SBCTA requires certain legal services as described in Exhibit A to this Contract; and
- B.** ATTORNEY has confirmed that ATTORNEY has the requisite personnel and experience and is fully capable and qualified to perform the legal services described; and
- C.** ATTORNEY desires to perform the legal services for the compensation and in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

ATTORNEY agrees to perform legal services set forth in Exhibit A, “Scope of Work”, (hereinafter referred to as “Work”), in accordance with professional standards which are generally accepted in the State of California, in accordance with the terms and conditions and in the sequence, time, and manner set forth in this Contract. The word “Work” includes without limitation the performance, fulfillment and discharge by ATTORNEY of all obligations, duties, tasks, and services imposed upon or assumed by ATTORNEY under this Contract, and the Work performed shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing standards in the industry.

ARTICLE 2. PERIOD OF PERFORMANCE

The Period of Performance by ATTORNEY under this Contract shall commence upon issuance of a written Notice to Proceed issued by SBCTA, unless agreed otherwise, and shall continue in full force

and effect through March 31, 2026.

SBCTA at its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed March 31, 2028.

ARTICLE 3. COMPENSATION

- 3.1 The total Not-To-Exceed Amount is Ten Million Dollars (\$10,000,000) for Work to be provided under this Contract and Contract Numbers 21-100498 and 21-1002553. SBCTA shall compensate ATTORNEY for Work performed pursuant to the rates set forth in Exhibit B, "Attorneys' Fees and Charges". The hourly rates identified in Exhibit B shall remain fixed for the term of this Contract and include ATTORNEY's direct labor costs, indirect costs, and profit subject to 3.2 below. All costs and expenses shall be reimbursed for the amounts identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B. Due to the uncertainties and variability of litigation strategies by opposing counsel, ATTORNEY does not agree that it can complete the litigation within the Not-To-Exceed-Amount. However, if the total cost of the litigation approaches the Not-To-Exceed figure, ATTORNEY will notify SBCTA so that SBCTA and ATTORNEY can prepare a written amendment to this Agreement increasing the Not-To-Exceed Amount.
- 3.2 Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Management, professional, and related" or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of March 2022, based on the December 2021 employment cost index, and shall be applied each March 1st for the term of the Contract based on the prior December employment cost index.
- 3.3 Total compensation to ATTORNEY for full and complete performance of Work, in compliance with all the terms and conditions of this Contract, payment by ATTORNEY of all obligations incurred in, or application to, ATTORNEY's performance of Work, and for which ATTORNEY shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), shall not exceed the amount set forth in 3.1 above.
- 3.4 Any services provided by ATTORNEY not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be ATTORNEY's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "Changes" provision in this Contract.

ARTICLE 4. PAYMENT

- 4.1 The compensation of ATTORNEY shall be payable forty-five (45) calendar days after receipt by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.

- 4.2 ATTORNEY shall prepare all invoices in a form satisfactory to and approved by SBCTA and it shall be accompanied by documentation supporting each element of measurement and/or cost and specifically describing the nature of services performed. Block billing will not be accepted. ATTORNEY will not be entitled to compensation for services necessary to correct Work previously performed by ATTORNEY unless the corrective services are caused by inaccurate or deficient performance by SBCTA. Each invoice will be for a monthly billing period and will be marked with SBCTA's contract number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall request payment for Work (including additional Work authorized by SBCTA) completed by ATTORNEY during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to ATTORNEY. Any costs incurred by ATTORNEY in connection with the resubmission of a proper invoice shall be at ATTORNEY's sole expense.
- 4.3 No payment will be made prior to approval of any Work, nor shall any Work be performed prior to approval of this Contract by SBCTA's duly authorized representative.
- 4.4 ATTORNEY agrees to promptly pay each subcontractor for the satisfactory completion of all work performed under this Contract, no later than ten (10) calendar days from the receipt of payment from SBCTA. SBCTA reserves the right to request documentation from ATTORNEY showing payment has been made to its subcontractors.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, ATTORNEY shall pay when due, and the compensation set forth in Article 3 will be inclusive of, all (a) local, municipal, state, and federal sales and use taxes; (b) excise taxes; (c) taxes on personal property owned by ATTORNEY; and (d) all other governmental fees and taxes or charges of whatever nature applicable to ATTORNEY to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

- 7.1 ATTORNEY shall provide SBCTA and its authorized representatives or agents access to ATTORNEY's records which are directly related to this Contract for the purpose of inspection, auditing or copying. ATTORNEY shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to

professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract, in which case ATTORNEY agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. ATTORNEY further agrees to maintain separate records for costs of work performed by amendment. ATTORNEY shall allow SBCTA or its representatives or agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that are performing work under this Contract.

- 7.2 The cost proposal for this Contract is subject to audit at any time. After ATTORNEY receives any audit recommendations the Cost Proposal shall be adjusted by ATTORNEY and approved by SBCTA's General Counsel to conform to the audit recommendations. ATTORNEY agrees that individual items of cost identified in the audit report may be incorporated into this Contract at SBCTA's sole discretion. Refusal by the ATTORNEY to incorporate the audit or post award recommendations will be considered a breach of the Contract terms and cause for termination of the Contract.

ARTICLE 8. RESPONSIBILITY OF ATTORNEY

ATTORNEY shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable Federal, state and local laws and regulations and other services furnished by ATTORNEY under the terms of this Contract.

ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A, "Scope of Work".

ARTICLE 10. CHANGES

- 10.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. ATTORNEY will be advised of any such changes by written notification from SBCTA describing the change.
- 10.2 Promptly after such written notification of change is given to ATTORNEY by SBCTA, ATTORNEY and SBCTA will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY/DRUG FREE WORKPLACE

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

including laws, regulations and policies hereafter enacted.

- 11.2 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.
- 11.3 ATTORNEY agrees to comply with the Drug Free Workplace Act of 1990 set forth in Government Code section 8350 et seq.

ARTICLE 12. CONFLICT OF INTEREST

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

ARTICLE 13. KEY PERSONNEL

Key personnel and their functions specified in Exhibit C, Key Personnel, are considered to be essential to Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Work, which are the responsibility of key personnel, to other personnel, ATTORNEY shall notify SBCTA's General Counsel reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the Project. Diversion or reallocation of key personnel shall be subject to written approval by SBCTA's General Counsel. SBCTA's General Counsel also reserves the right to approve proposed substitutions for key personnel. In the event that SBCTA's General Counsel and ATTORNEY cannot agree as to the substitution of key personnel, SBCTA shall be entitled to terminate this Contract.

ARTICLE 14. REPRESENTATIONS

Services supplied by ATTORNEY under this Contract shall be supplied by personnel who are careful, skilled, experienced and competent and possess all necessary licenses and permits in their respective trades or professions.

ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 If, as a part of this Contract, ATTORNEY is required to produce materials, documents, data, or information ("Products"), then ATTORNEY, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.
- 15.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA medium furnished to ATTORNEY in the performance of this Contract will at all

times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of the Work being performed by ATTORNEY without the express written consent of SBCTA.

- 15.3 ATTORNEY shall not use SBCTA's name, photographs or Products in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 15.4 All press releases, or press inquiries relating to the Work or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be provided or handled only by SBCTA unless otherwise agreed to by ATTORNEY and SBCTA.
- 15.5 Except as reasonably necessary for the performance of Work, ATTORNEY agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SBCTA, any information obtained by ATTORNEY from or through SBCTA in connection with ATTORNEY's performance of Work under this Contract, unless (a) the information was known to ATTORNEY prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to ATTORNEY, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of ATTORNEY or its employees, agents, or subcontractors, or (c) the information was obtained by ATTORNEY from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to ATTORNEY's knowledge and belief, the right to disclose the same.
- 15.6 Intentionally Omitted

ARTICLE 16. TERMINATION

- 16.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to ATTORNEY specifying the date of termination. On the date of such termination stated in said notice, ATTORNEY shall promptly discontinue performance of Work and shall preserve work in progress and completed work ("Work"), pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 16.1.1 ATTORNEY shall deliver to SBCTA all deliverables prepared by ATTORNEY or its subcontractors or furnished to ATTORNEY by SBCTA. Upon such delivery, ATTORNEY may then invoice SBCTA for payment in accordance with the terms hereof.
- 16.1.2 If ATTORNEY has fully and completely performed all obligations under this Contract up to the date of termination, ATTORNEY shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Work satisfactorily executed to the date of termination.
- 16.1.3 ATTORNEY shall be entitled to receive the actual cost incurred by ATTORNEY to

turn over work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

16.2 Termination for Cause

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

16.2.2 In the event of termination ATTORNEY shall deliver to SBCTA all finished and unfinished products prepared under this Contract by ATTORNEY or its subcontractors or furnished to ATTORNEY by SBCTA.

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

ARTICLE 17. STOP WORK ORDER

Upon failure of ATTORNEY or its subcontractors to comply with any of the requirements of this Contract, SBCTA shall have the authority to stop any Work of ATTORNEY or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 16, "TERMINATION".

ARTICLE 18. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or time for ATTORNEY's claim unless expressly agreed to by SBCTA in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to ATTORNEY by SBCTA. No claim hereunder by ATTORNEY shall be allowed if asserted after final payment has been made under this Contract.

ARTICLE 19. INSURANCE

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

19.2 Commercial General Liability:

- ATTORNEY shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA’s Risk Manager determines it is in SBCTA’s best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

19.3 Commercial Auto:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
 - Such insurance shall cover liability arising out of any vehicle, including hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the ATTORNEY services.
 - Combined Bodily Injury and Property Damage Liability insurance
- The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

19.4 Umbrella/Excess CGL:

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

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

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

19.5 Worker's Compensation/Employer's Liability:

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

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

19.6 Professional Liability:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$9,000,000
- Coverage shall be appropriate for the ATTORNEY’S profession and provided services to include coverage for errors and omissions arising out of the ATTORNEY’S professional services, or services of any person employed by the ATTORNEY.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the ATTORNEY begins to perform Work under this Contract.
 - ATTORNEY shall secure and maintain “tail” coverage for a minimum of three (3) years after Contract completion.

19.7 Cyber Liability:

In an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Vendor; but not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by ATTORNEY in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

19.8 Pollution Liability: Intentionally Omitted

19.9 Builder’s Risk Insurance: Intentionally Omitted

19.10 Railroad Protective Liability Insurance: Intentionally Omitted

General Provisions

Qualifications of Insurance Carriers. All policies shall be written by insurance carriers shall be authorized and/or admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability, Excess/Umbrella Liability and Contractor’s Pollution Liability policies may be from non-admitted carriers provided they are authorized to conduct business in the state of California and meet the current A.M. Best rating of A: VIII or better.

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

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

Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, ATTORNEY shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, ATTORNEY shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. ATTORNEY will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to SBCTA’s Risk Manager. ATTORNEY will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due ATTORNEY. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.

ATTORNEY’s and Subconsultants’ Insurance will be Primary. All policies required to be maintained by the ATTORNEY or any subconsultant with the exception of Professional Liability and Worker’s Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of ATTORNEY’s or subconsultants’ pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

Waiver of Subrogation Rights. To the fullest extent permitted by law, ATTORNEY hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction

of the Project. To the fullest extent permitted by law, ATTORNEY shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. ATTORNEY shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit ATTORNEY from waiving the right of subrogation prior to a loss or claim.

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

Enforcement. SBCTA may take any steps as are necessary to assure ATTORNEY's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the ATTORNEY fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the ATTORNEY or withhold such expense from amounts owed ATTORNEY, or terminate this Contract. The insurance required or provided shall in no way limit or relieve ATTORNEY of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve ATTORNEY for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve ATTORNEY, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

Subconsultant Insurance. Insurance required of the ATTORNEY shall be also provided by subconsultants or by ATTORNEY on behalf of all subconsultants to cover their services performed under this Contract. ATTORNEY may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. ATTORNEY shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

Higher limits. The Insurance obligations under this agreement shall be the greater of I- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the

specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

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

ARTICLE 20. INDEMNITY

ATTORNEY shall defend, indemnify and hold harmless SBCTA and its authorized officers, employees, agents and volunteers, from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, any negligence, errors or omissions in the performance of this Contract by ATTORNEY, or ATTORNEY's agents, officers, or employees.

ATTORNEY's obligation to defend, indemnify, and hold SBCTA, its agents, officers and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in the Contract for ATTORNEY to procure and maintain a policy of insurance.

ARTICLE 21. ERRORS AND OMISSIONS

ATTORNEY shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. ATTORNEY may be liable for SBCTA's costs resulting from errors or deficiencies, fines, penalties and damages arising out of Work furnished under this Contract.

ARTICLE 22. OWNERSHIP OF DOCUMENTS

- 22.1 All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by ATTORNEY under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.
- 22.2 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).
- 22.3 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. SUBCONTRACTS

- 23.1 ATTORNEY shall not subcontract performance of all or any portion of Work under this Contract, except those subcontractors listed in the ATTORNEY's proposal, without first notifying SBCTA of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all subcontracts at any tier.
- 23.2 ATTORNEY agrees that any and all subcontractors of ATTORNEY will comply with the terms of this Contract applicable to the portion of Work performed by them. If requested by SBCTA, ATTORNEY shall furnish SBCTA a copy of the proposed subcontract for SBCTA General Counsel's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA approval shall not be unreasonably withheld.
- 23.3 Approval by SBCTA of any Work to be subcontracted and of the subcontractor to perform the Work will not relieve ATTORNEY of any responsibility or liability in regard to the acceptable and complete performance of the Work. Any substitution of subcontractors must be approved in writing by SBCTA's General Counsel.

ARTICLE 24. INDEPENDENT CONTRACTOR

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

ARTICLE 25. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

SBCTA has not set a project specific DBE goal for this project. SBCTA does encourage the use of small and DBE firms.

ARTICLE 26. STATEMENT OF COMPLIANCE

- 26.1 ATTORNEY's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that ATTORNEY has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2 California Code of Regulations (CCR) Section 8103.
- 26.2 During the performance of this Contract, ATTORNEY and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or use of family care leave. ATTORNEY and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. ATTORNEY and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2 CCR Sections 11005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. ATTORNEY and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

ARTICLE 27. DEBARMENT AND SUSPENSION CERTIFICATION

- 27.1 ATTORNEY's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that ATTORNEY has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to SBCTA.
- 27.2 Exception will not necessarily result in denial of recommendation for award, but will be considered in determining ATTORNEY responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- 27.3 Exceptions to the System for Award Management (SAM) maintained by the General Services Administration are to be determined by the Federal Highways Administration.

ARTICLE 28. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 29. PROHIBITION OF EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING

Intentionally Omitted

21-1002555

ARTICLE 30. EQUIPMENT PURCHASE

Intentionally Omitted

ARTICLE 31. ATTORNEY'S FEES

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

ARTICLE 32. GOVERNING LAW AND VENUE

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

ARTICLE 33. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 34. CONTRACT DOCUMENTS/PRECEDENCE

- 34.1 The Contract consists of the Contract Articles, Exhibit A "Scope of Work", Exhibit B - "Attorneys' Fees and Charges", Exhibit C - "Key Personnel", Exhibit D - "Notice", SBCTA's Request for Proposals (if applicable), and ATTORNEY's proposal (if applicable), all of which are incorporated into of this Contract by this reference.
- 34.2 In the event of a conflict in the terms of the Contract documents, the following order of precedence shall apply: (1) the Contract Articles; (2) Exhibits A, B, C and D; (3) SBCTA's Request for Proposals (if applicable); and (4) ATTORNEY's Proposal (if applicable).
- 34.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, ATTORNEY shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's determination of a resolution of the conflict.

ARTICLE 35. COMMUNICATIONS AND NOTICES

Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made, or (b) upon delivery into the United States Mail if

delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Each such notice shall be sent to the respective Party at the address indicated in Exhibit D, "Notice", or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing.

ARTICLE 36. DISPUTES

- 36.1 In the event any dispute arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA within thirty (30) calendar days after ATTORNEY gives SBCTA written notice of the dispute, which shall include a particular statement of the grounds of the dispute. If ATTORNEY does not agree with the decision, then ATTORNEY shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SBCTA. If the Executive Director fails to resolve the dispute in a manner acceptable to ATTORNEY, then such appeal shall be decided by a court of competent jurisdiction.
- 36.2 During the pendency of efforts to resolve the dispute, ATTORNEY shall proceed with performance of this Contract with due diligence.

ARTICLE 37. GRATUITIES

ATTORNEY, its employees, agents, and representatives shall not offer or give to an officer, official, or employee of SBCTA, gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 38. REVIEW AND ACCEPTANCE

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

ARTICLE 39. SAFETY

ATTORNEY shall strictly comply with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to ATTORNEY's operations in the performance of Work.

ARTICLE 40. ASSIGNMENT

The expertise and experience of ATTORNEY are material considerations for this Contract. SBCTA has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on ATTORNEY under this Contract. In recognition of this interest, ATTORNEY shall not assign any right or obligation under this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA.

SBCTA's exercise of consent shall be within its sole discretion. Any attempted or purported assignment without SBCTA's written consent shall be void and of no effect. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties hereto.

ARTICLE 41. AMENDMENTS

No change, modification or alteration of this Contract shall be binding unless expressed in writing duly executed by ATTORNEY and SBCTA. However, changes to the Contract to implement administrative changes such as approved changes in key personnel as provided in Exhibit C - "Key Personnel", may be made by administrative amendment signed by ATTORNEY and SBCTA's General Counsel or other duly authorized representative.

ARTICLE 42. CONTINGENT FEE

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

ARTICLE 43. FORCE MAJEURE

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

ARTICLE 44. ENTIRE DOCUMENT

This Contract, Exhibits, and documents referenced in Article 34 constitute the sole and entire agreement between the Parties governing the Work, and supersedes any prior understandings, negotiations, agreements, arrangements and undertakings, written or oral, between the Parties respecting the subject matter herein. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract. It is the intent of the Parties that this Contract is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions. No representation, warranty, covenant, inducement or obligation not included in this Contract shall be binding.

ARTICLE 45. CONSTRUCTION OF CONTRACT

The language of this Contract will be construed in accordance with its fair meaning. This Contract shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof and shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Contract.

ARTICLE 46. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Contract. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

ARTICLE 47. HEADINGS

All paragraph headings throughout this Contract are for convenience of reference only.

ARTICLE 48. ORIGINALS AND COPIES

This Contract with the Exhibits attached may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

ARTICLE 49. SEVERABILITY

If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

ARTICLE 50. WAIVER

Neither SBCTA's acceptance of, or payment for, any Work performed by ATTORNEY, nor any waiver by either Party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

ARTICLE 51. CLEAN AIR

ATTORNEY shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. ATTORNEY shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to the Federal Awarding Agency and the appropriate EPA Regional Office. ATTORNEY agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 52. EFFECTIVE DATE

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

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

DRAFT

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

**WOODRUFF, SPRADLIN & SMART, A
Professional Corporation**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____

By: _____

Frank J. Navarro
President, Board of Director

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____

By: _____

Juanda Lowder Daniel
Assistant General Counsel

Date: _____

Date: _____

DRAFT

Attachment: Draft Contract 21-1002555 On-Call Legal Services for Project Delivery - WSS [Revision 1] (7125 : On-Call Legal Contracts Award)

EXHIBIT A – “SCOPE OF WORK”

Attachment: 21-1002555 (combined attachments for printing) (7125 : On-Call Legal Contracts Award)

EXHIBIT A – “SCOPE OF WORK”

Provide legal services on an as needed basis in support of SBCTA’s Project Delivery and Toll Operations Program. Such legal services shall include pre-litigation advice, representation in litigation and subject matter may relate to any project related tasks as requested by SBCTA staff and may pertain to environmental, Right-of-Way, and construction.

Environmental legal services to be provided include, but are not limited to the following:

- Advise SBCTA on current environmental topics.
- Evaluate environmental issues as it pertains to CEQA or NEPA and regulatory requirements.
- Develop responses and provide input to finalize documents, permits, agreements, etc. that are necessary for environmental mitigation.

Right-of-Way legal services to be provided include, but are not limited to the following:

- Assist in negotiations to acquire property, including mediation.
- Coordinate with other Right-of-Way consultants, appraisers, engineers, etc.
- Assist in preparing offer packages made to owners of property being acquired for project implementation.
- Assist in preparing documentation to support Legal and Administrative settlements.
- Assist in preparing resolutions of necessity and supporting documents.
- Assist in preparing any studies, reports or documentation necessary to justify acquisitions.
- Prepare all pleadings and represent SBCTA through final resolution, whether by settlement, trial, or appeal in condemnation actions, inverse condemnation actions and any other litigation or proceedings (including administrative proceedings concerning relocation claims) relating to the acquisition of any property needed for project implementation.

Provide Construction Legal Services that include, but are not limited to:

- Advise on potential construction delay situations.
- Develop responses, or assist in developing responses to contractors.
- Provide analysis of situations, if needed coordinate with other contractors, engineers, etc.

EXHIBIT B – “ATTORNEYS’ FEES AND CHARGES”

Attachment: 21-1002555 (combined attachments for printing) (7125 : On-Call Legal Contracts Award)



**Price List – Attachment B for: RFP No. 21-1002498
(Time and Materials)**

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Craig G. Farrington	Attorney/Partner	Litigation, project planning, supervision	\$ 340
Alyson C. Suh	Attorney/Partner	Litigation, project planning, supervision	\$ 340
Michael L. D'Angelo	Attorney/Partner	Litigation	\$ 340
David DeBerry	Attorney/Partner	Environmental, litigation, project planning	\$ 340
Joseph W. Forbath	Attorney/Partner	Construction, litigation	\$ 340
Ricia R. Hager	Attorney/Partner	Environmental, litigation, project planning	\$ 340
Jason McEwen	Attorney/Partner	Litigation	\$ 340
Mark M. Monachino	Attorney/Partner	Litigation	\$ 340
Michael C. Valdez	Attorney/Partner	Litigation	\$ 340
Gary C. Weisberg	Attorney/Partner	Litigation	\$ 340
Lindsay C. Caro	Attorney/Associate	Litigation	\$ 330
Brian A. Moore	Attorney/Associate	Construction, litigation	\$ 330
Laura Morgan	Attorney/Associate	Litigation	\$ 330
Tina A. Sapounakis	Attorney/Associate	Litigation	\$ 330

*Continued on next page

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
Third parties (e.g. consultants, court reporters)	\$ At Firm's cost	\$
Computerized legal research	\$ At Firm's cost	\$
	\$	\$
	\$	\$
	\$	\$

Craig G. Farrington
Proposer


Signature of Authorized Person

January 13, 2021
Date

Attachment: 21-1002555 (combined attachments for printing) (7125 : On-Call Legal Contracts Award)

**Price List – Attachment B for: RFP No. 21-1002498
(Time and Materials)**

Page 2

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Stephanie L. Talavera	Attorney/Associate	Litigation	\$330
Elizabeth Valadez	Attorney/Associate	Litigation	\$330
Barry Fisher	Paralegal	Litigation support	\$190
Samantha Orozco	Paralegal	Litigation support	\$190

Attachment: 21-1002555 (combined attachments for printing) (7125 : On-Call Legal Contracts Award)

EXHIBIT C – “KEY PERSONNEL”

Name	Title
Craig G. Farrington	Attorney/Partner
Alyson C. Suh	Attorney/Partner
Michael L. D’Angelo	Attorney/Partner
David DeBerry	Attorney/Partner
Joseph W. Forbath	Attorney/Partner
Ricia R. Hager	Attorney/Partner
Jason McEwen	Attorney/Partner
Mark M. Monachino	Attorney/Partner
Michael C. Valdez	Attorney/Partner
Gary C. Weisberg	Attorney/Partner
Lindsay C. Caro	Attorney/Associate
Brian A. Moore	Attorney/Associate
Laura Morgan	Attorney/Associate
Tina A. Sapounakis	Attorney/Associate
Stephanie L. Talavera	Attorney/Associate
Elizabeth Valadez	Attorney/Associate
Barry Fisher	Paralegal
Samantha Orozco	Paralegal

EXHIBIT D – “NOTICE”

To ATTORNEY	To SBCTA
Woodruff, Spradlin & Smart	San Bernardino County Transportation Authority
555 Anton Boulevard, Suite 1200	1170 W. 3 rd Street, 2 nd Floor
Costa Mesa, CA 92626	San Bernardino, CA 92410-1715
Attn: Craig Farrington	Attn: Paula Beauchamp
Email: cfarrington@wss-law.com	Email: pbeauchamp@gosbcta.com
Phone: (714) 558-7000	Phone: (909) 884-8276

General Contract Information

Contract No: 21-1002553 Amendment No.: 0
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 01190 Vendor Name: Kaplan Kirsch Rockwell LLP
 Description: On-Call Legal Services
 List Any Related Contract Nos.: 21-1002555, 21-1002498

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

Contract Authorization

Board of Directors Date: 4/7/2021 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

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

Accounts Payable

Estimated Start Date: 4/15/2021 Expiration Date: 3/31/2026 Revised Expiration Date: _____
 NHS: No QMP/QAP: No Prevailing Wage: No

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL							Various	1,000,000.00	-
GL								1,000,000.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

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

Additional Notes: Amount of \$10,000,000 split among three on-call contracts.

Attachment: CSS 21-1002553 KKR [Revision 1] (7125 : On-Call Legal Contracts Award)

CONTRACT NO. 21-1002553**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****KAPLAN KIRSCH ROCKWELL LLP****FOR****ON-CALL LEGAL SERVICES FOR PROJECT DELIVERY**

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Kaplan Kirsch Rockwell LLP (“ATTORNEY”) whose address is: 1675 Broadway, Suite 2300, Denver, CO 80202. SBCTA and ATTORNEY are each a “Party” and collectively the “Parties”.

RECITALS:

- A.** SBCTA requires certain legal services as described in Exhibit A to this Contract; and
- B.** ATTORNEY has confirmed that ATTORNEY has the requisite personnel and experience and is fully capable and qualified to perform the legal services described; and
- C.** ATTORNEY desires to perform the legal services for the compensation and in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

ATTORNEY agrees to perform legal services set forth in Exhibit A, “Scope of Work”, (hereinafter referred to as “Work”), in accordance with professional standards which are generally accepted in the State of California, in accordance with the terms and conditions and in the sequence, time, and manner set forth in this Contract. The word “Work” includes without limitation the performance, fulfillment and discharge by ATTORNEY of all obligations, duties, tasks, and services imposed upon or assumed by ATTORNEY under this Contract, and the Work performed shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing standards in the industry.

ARTICLE 2. PERIOD OF PERFORMANCE

The Period of Performance by ATTORNEY under this Contract shall commence upon issuance of a written Notice to Proceed issued by SBCTA, unless agreed otherwise, and shall continue in full force

and effect through March 31, 2026.

SBCTA at its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed March 31, 2028.

ARTICLE 3. COMPENSATION

- 3.1 The total Not-To-Exceed Amount is Ten Million Dollars (\$10,000,000) for Work to be provided under this Contract and Contract Numbers 21-1002498 and 21-1002555. SBCTA shall compensate ATTORNEY for Work performed pursuant to the rates set forth in Exhibit B, "Attorneys' Fees and Charges". The hourly rates identified in Exhibit B shall remain fixed for the term of this Contract and include ATTORNEY's direct labor costs, indirect costs, and profit subject to 3.2 below. All costs and expenses shall be reimbursed for the amounts identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B. Due to the uncertainties and variability of litigation strategies by opposing counsel, ATTORNEY does not agree that it can complete the litigation within the Not-To-Exceed-Amount. However, if the total cost of the litigation approaches the Not-To-Exceed figure, ATTORNEY will notify SBCTA so that SBCTA and ATTORNEY can prepare a written amendment to this Agreement increasing the Not-To-Exceed Amount.
- 3.2 Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Management, professional, and related" or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of March 2022, based on the December 2021 employment cost index, and shall be applied each March 1st for the term of the Contract based on the prior December employment cost index.
- 3.3 Total compensation to ATTORNEY for full and complete performance of Work, in compliance with all the terms and conditions of this Contract, payment by ATTORNEY of all obligations incurred in, or application to, ATTORNEY's performance of Work, and for which ATTORNEY shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), shall not exceed the amount set forth in 3.1 above.
- 3.4 Any services provided by ATTORNEY not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be ATTORNEY's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "Changes" provision in this Contract.

ARTICLE 4. PAYMENT

- 4.1 The compensation of ATTORNEY shall be payable forty-five (45) calendar days after receipt by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not

be construed to be an acceptance of Work.

- 4.2 ATTORNEY shall prepare all invoices in a form satisfactory to and approved by SBCTA and it shall be accompanied by documentation supporting each element of measurement and/or cost and specifically describing the nature of services performed. Block billing will not be accepted. ATTORNEY will not be entitled to compensation for services necessary to correct Work previously performed by ATTORNEY unless the corrective services are caused by inaccurate or deficient performance by SBCTA. Each invoice will be for a monthly billing period and will be marked with SBCTA's contract number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall request payment for Work (including additional Work authorized by SBCTA) completed by ATTORNEY during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to ATTORNEY. Any costs incurred by ATTORNEY in connection with the resubmission of a proper invoice shall be at ATTORNEY's sole expense.
- 4.3 No payment will be made prior to approval of any Work, nor shall any Work be performed prior to approval of this Contract by SBCTA's duly authorized representative.
- 4.4 ATTORNEY agrees to promptly pay each subcontractor for the satisfactory completion of all work performed under this Contract, no later than ten (10) calendar days from the receipt of payment from SBCTA. SBCTA reserves the right to request documentation from ATTORNEY showing payment has been made to its subcontractors.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, ATTORNEY shall pay when due, and the compensation set forth in Article 3 will be inclusive of, all (a) local, municipal, state, and federal sales and use taxes; (b) excise taxes; (c) taxes on personal property owned by ATTORNEY; and (d) all other governmental fees and taxes or charges of whatever nature applicable to ATTORNEY to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

- 7.1 ATTORNEY shall provide SBCTA and its authorized representatives or agents access to ATTORNEY's records which are directly related to this Contract for the purpose of inspection, auditing or copying. ATTORNEY shall maintain all records related to this

Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract, in which case ATTORNEY agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. ATTORNEY further agrees to maintain separate records for costs of work performed by amendment. ATTORNEY shall allow SBCTA or its representatives or agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that are performing work under this Contract.

- 7.2 The cost proposal for this Contract is subject to audit at any time. After ATTORNEY receives any audit recommendations the Cost Proposal shall be adjusted by ATTORNEY and approved by SBCTA's General Counsel to conform to the audit recommendations. ATTORNEY agrees that individual items of cost identified in the audit report may be incorporated into this Contract at SBCTA's sole discretion. Refusal by the ATTORNEY to incorporate the audit or post award recommendations will be considered a breach of the Contract terms and cause for termination of the Contract.

ARTICLE 8. RESPONSIBILITY OF ATTORNEY

ATTORNEY shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable Federal, state and local laws and regulations and other services furnished by ATTORNEY under the terms of this Contract.

ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A, "Scope of Work".

ARTICLE 10. CHANGES

- 10.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. ATTORNEY will be advised of any such changes by written notification from SBCTA describing the change.
- 10.2 Promptly after such written notification of change is given to ATTORNEY by SBCTA, ATTORNEY and SBCTA will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY/DRUG FREE WORKPLACE

- 11.1 During the term of this Contract, ATTORNEY shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex marital status, gender identity, ender expression, sexual orientation, age, or military and veteran status. ATTORNEY agrees to comply with the provisions of Federal Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and local

laws, regulations and policies relating to equal employment and contracting opportunities, including laws, regulations and policies hereafter enacted.

- 11.2 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.
- 11.3 ATTORNEY agrees to comply with the Drug Free Workplace Act of 1990 set forth in Government Code section 8350 et seq.

ARTICLE 12. CONFLICT OF INTEREST

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

ARTICLE 13. KEY PERSONNEL

Key personnel and their functions specified in Exhibit C, Key Personnel, are considered to be essential to Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Work, which are the responsibility of key personnel, to other personnel, ATTORNEY shall notify SBCTA's General Counsel reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the Project. Diversion or reallocation of key personnel shall be subject to written approval by SBCTA's General Counsel. SBCTA's General Counsel also reserves the right to approve proposed substitutions for key personnel. In the event that SBCTA's General Counsel and ATTORNEY cannot agree as to the substitution of key personnel, SBCTA shall be entitled to terminate this Contract.

ARTICLE 14. REPRESENTATIONS

Services supplied by ATTORNEY under this Contract shall be supplied by personnel who are careful, skilled, experienced and competent and possess all necessary licenses and permits in their respective trades or professions.

ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 If, as a part of this Contract, ATTORNEY is required to produce materials, documents, data, or information ("Products"), then ATTORNEY, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.

- 15.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA medium furnished to ATTORNEY in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of the Work being performed by ATTORNEY without the express written consent of SBCTA.
- 15.3 ATTORNEY shall not use SBCTA's name, photographs or Products in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 15.4 All press releases, or press inquiries relating to the Work or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be provided or handled only by SBCTA unless otherwise agreed to by ATTORNEY and SBCTA.
- 15.5 Except as reasonably necessary for the performance of Work, ATTORNEY agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SBCTA, any information obtained by ATTORNEY from or through SBCTA in connection with ATTORNEY's performance of Work under this Contract, unless (a) the information was known to ATTORNEY prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to ATTORNEY, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of ATTORNEY or its employees, agents, or subcontractors, or (c) the information was obtained by ATTORNEY from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to ATTORNEY's knowledge and belief, the right to disclose the same.
- 15.6 Intentionally Omitted

ARTICLE 16. TERMINATION

- 16.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to ATTORNEY specifying the date of termination. On the date of such termination stated in said notice, ATTORNEY shall promptly discontinue performance of Work and shall preserve work in progress and completed work ("Work"), pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 16.1.1 ATTORNEY shall deliver to SBCTA all deliverables prepared by ATTORNEY or its subcontractors or furnished to ATTORNEY by SBCTA. Upon such delivery, ATTORNEY may then invoice SBCTA for payment in accordance with the terms hereof.
- 16.1.2 If ATTORNEY has fully and completely performed all obligations under this Contract up to the date of termination, ATTORNEY shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Work satisfactorily executed to the date of termination.

16.1.3 ATTORNEY shall be entitled to receive the actual cost incurred by ATTORNEY to turn over work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

16.2 Termination for Cause

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

16.2.2 In the event of termination ATTORNEY shall deliver to SBCTA all finished and unfinished products prepared under this Contract by ATTORNEY or its subcontractors or furnished to ATTORNEY by SBCTA.

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

ARTICLE 17. STOP WORK ORDER

Upon failure of ATTORNEY or its subcontractors to comply with any of the requirements of this Contract, SBCTA shall have the authority to stop any Work of ATTORNEY or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 16, "TERMINATION".

ARTICLE 18. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or time for ATTORNEY's claim unless expressly agreed to by SBCTA in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to ATTORNEY by SBCTA. No claim hereunder by ATTORNEY shall be allowed if asserted after final payment has been made under this Contract.

ARTICLE 19. INSURANCE

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

19.2 Commercial General Liability:

- ATTORNEY shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA’s Risk Manager determines it is in SBCTA’s best interests to require such coverage,
 - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

19.3 Commercial Auto:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the ATTORNEY services.
 - Combined Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

19.4 Umbrella/Excess CGL:

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

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

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

19.5 Worker's Compensation/Employer's Liability:

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

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

19.6 Professional Liability:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$9,000,000
- Coverage shall be appropriate for the ATTORNEY’S profession and provided services to include coverage for errors and omissions arising out of the ATTORNEY’S professional services, or services of any person employed by the ATTORNEY.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the ATTORNEY begins to perform Work under this Contract.
 - ATTORNEY shall secure and maintain “tail” coverage for a minimum of three (3) years after Contract completion.

19.7 Cyber Liability:

In an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Vendor; but not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by ATTORNEY in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

19.8 Pollution Liability: Intentionally Omitted

19.9 Builder’s Risk Insurance: Intentionally Omitted

19.10 Railroad Protective Liability Insurance: Intentionally Omitted

General Provisions

Qualifications of Insurance Carriers. All policies shall be written by insurance carriers shall be authorized and/or admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability, Excess/Umbrella Liability and Contractor’s Pollution Liability policies may be from non-admitted carriers provided they are authorized to conduct business in the state of California and meet the current A.M. Best rating of A: VIII or better.

Additional Insurance Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as

additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the ATTORNEY under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, ATTORNEY shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, ATTORNEY shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. ATTORNEY will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to SBCTA’s Risk Manager. ATTORNEY will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due ATTORNEY. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.

ATTORNEY’s and Subconsultants’ Insurance will be Primary. All policies required to be maintained by the ATTORNEY or any subconsultant with the exception of Professional Liability and Worker’s Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of ATTORNEY’s or subconsultants’ pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

Waiver of Subrogation Rights. To the fullest extent permitted by law, ATTORNEY hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, ATTORNEY shall require similar

written express waivers and insurance clauses from each of its subconsultants of every tier. ATTORNEY shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit ATTORNEY from waiving the right of subrogation prior to a loss or claim.

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

Enforcement. SBCTA may take any steps as are necessary to assure ATTORNEY's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the ATTORNEY fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the ATTORNEY or withhold such expense from amounts owed ATTORNEY, or terminate this Contract. The insurance required or provided shall in no way limit or relieve ATTORNEY of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve ATTORNEY for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve ATTORNEY, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

Subconsultant Insurance. Insurance required of the ATTORNEY shall be also provided by subconsultants or by ATTORNEY on behalf of all subconsultants to cover their services performed under this Contract. ATTORNEY may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. ATTORNEY shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

Higher limits. The Insurance obligations under this agreement shall be the greater of 1- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available

to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

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

ARTICLE 20. INDEMNITY

ATTORNEY shall defend, indemnify and hold harmless SBCTA and its authorized officers, employees, agents and volunteers, from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, any negligence, errors or omissions in the performance of this Contract by ATTORNEY, or ATTORNEY's agents, officers, or employees.

ATTORNEY's obligation to defend, indemnify, and hold SBCTA, its agents, officers and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in the Contract for ATTORNEY to procure and maintain a policy of insurance.

ARTICLE 21. ERRORS AND OMISSIONS

ATTORNEY shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. ATTORNEY may be liable for SBCTA's costs resulting from errors or deficiencies, fines, penalties and damages arising out of Work furnished under this Contract.

ARTICLE 22. OWNERSHIP OF DOCUMENTS

- 22.1 All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by ATTORNEY under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.
- 22.2 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).
- 22.3 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. SUBCONTRACTS

- 23.1 ATTORNEY shall not subcontract performance of all or any portion of Work under this Contract, except those subcontractors listed in the ATTORNEY's proposal, without first notifying SBCTA of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all subcontracts at any tier.
- 23.2 ATTORNEY agrees that any and all subcontractors of ATTORNEY will comply with the terms of this Contract applicable to the portion of Work performed by them. If requested by SBCTA, ATTORNEY shall furnish SBCTA a copy of the proposed subcontract for SBCTA General Counsel's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA approval shall not be unreasonably withheld.
- 23.3 Approval by SBCTA of any Work to be subcontracted and of the subcontractor to perform the Work will not relieve ATTORNEY of any responsibility or liability in regard to the acceptable and complete performance of the Work. Any substitution of subcontractors must be approved in writing by SBCTA's General Counsel.

ARTICLE 24. INDEPENDENT CONTRACTOR

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

ARTICLE 25. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

SBCTA has not set a project specific DBE goal for this project. SBCTA does encourage the use of small and DBE firms.

ARTICLE 26. STATEMENT OF COMPLIANCE

- 26.1 ATTORNEY's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that ATTORNEY has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2 California Code of Regulations (CCR) Section 8103.
- 26.2 During the performance of this Contract, ATTORNEY and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or use of family care leave. ATTORNEY and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. ATTORNEY and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2 CCR Sections 11005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. ATTORNEY and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

ARTICLE 27. DEBARMENT AND SUSPENSION CERTIFICATION

- 27.1 ATTORNEY's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that ATTORNEY has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to SBCTA.
- 27.2 Exception will not necessarily result in denial of recommendation for award, but will be considered in determining ATTORNEY responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- 27.3 Exceptions to the System for Award Management (SAM) maintained by the General Services Administration are to be determined by the Federal Highways Administration.

ARTICLE 28. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 29. PROHIBITION OF EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING

Intentionally Omitted

ARTICLE 30. EQUIPMENT PURCHASE

Intentionally Omitted

ARTICLE 31. ATTORNEY’S FEES

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

ARTICLE 32. GOVERNING LAW AND VENUE

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

ARTICLE 33. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 34. CONTRACT DOCUMENTS/PRECEDENCE

- 34.1 The Contract consists of the Contract Articles, Exhibit A “Scope of Work”, Exhibit B - “Attorneys’ Fees and Charges”, Exhibit C - “Key Personnel”, Exhibit D - “Notice”, SBCTA’s Request for Proposals (if applicable), and ATTORNEY’s proposal (if applicable), all of which are incorporated into of this Contract by this reference.
- 34.2 In the event of a conflict in the terms of the Contract documents, the following order of precedence shall apply: (1) the Contract Articles; (2) Exhibits A, B, C and D; (3) SBCTA’s Request for Proposals (if applicable); and (4) ATTORNEY’s Proposal (if applicable).
- 34.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, ATTORNEY shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA’s determination of a resolution of the conflict.

ARTICLE 35. COMMUNICATIONS AND NOTICES

Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made, or (b) upon delivery into the United States Mail if

delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Each such notice shall be sent to the respective Party at the address indicated in Exhibit D, "Notice", or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing.

ARTICLE 36. DISPUTES

- 36.1 In the event any dispute arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA within thirty (30) calendar days after ATTORNEY gives SBCTA written notice of the dispute, which shall include a particular statement of the grounds of the dispute. If ATTORNEY does not agree with the decision, then ATTORNEY shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SBCTA. If the Executive Director fails to resolve the dispute in a manner acceptable to ATTORNEY, then such appeal shall be decided by a court of competent jurisdiction.
- 36.2 During the pendency of efforts to resolve the dispute, ATTORNEY shall proceed with performance of this Contract with due diligence.

ARTICLE 37. GRATUITIES

ATTORNEY, its employees, agents, and representatives shall not offer or give to an officer, official, or employee of SBCTA, gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 38. REVIEW AND ACCEPTANCE

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

ARTICLE 39. SAFETY

ATTORNEY shall strictly comply with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to ATTORNEY's operations in the performance of Work.

ARTICLE 40. ASSIGNMENT

The expertise and experience of ATTORNEY are material considerations for this Contract. SBCTA has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on ATTORNEY under this Contract. In recognition of this interest, ATTORNEY shall not assign any right or obligation under this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA.

SBCTA's exercise of consent shall be within its sole discretion. Any attempted or purported assignment without SBCTA's written consent shall be void and of no effect. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties hereto.

ARTICLE 41. AMENDMENTS

No change, modification or alteration of this Contract shall be binding unless expressed in writing duly executed by ATTORNEY and SBCTA. However, changes to the Contract to implement administrative changes such as approved changes in key personnel as provided in Exhibit C - "Key Personnel", may be made by administrative amendment signed by ATTORNEY and SBCTA's General Counsel or other duly authorized representative.

ARTICLE 42. CONTINGENT FEE

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

ARTICLE 43. FORCE MAJEURE

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

ARTICLE 44. ENTIRE DOCUMENT

This Contract, Exhibits, and documents referenced in Article 34 constitute the sole and entire agreement between the Parties governing the Work, and supersedes any prior understandings, negotiations, agreements, arrangements and undertakings, written or oral, between the Parties respecting the subject matter herein. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract. It is the intent of the Parties that this Contract is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions. No representation, warranty, covenant, inducement or obligation not included in this Contract shall be binding.

ARTICLE 45. CONSTRUCTION OF CONTRACT

The language of this Contract will be construed in accordance with its fair meaning. This Contract shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof and shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Contract.

ARTICLE 46. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Contract. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

ARTICLE 47. HEADINGS

All paragraph headings throughout this Contract are for convenience of reference only.

ARTICLE 48. ORIGINALS AND COPIES

This Contract with the Exhibits attached may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

ARTICLE 49. SEVERABILITY

If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

ARTICLE 50. WAIVER

Neither SBCTA's acceptance of, or payment for, any Work performed by ATTORNEY, nor any waiver by either Party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

ARTICLE 51. CLEAN AIR

ATTORNEY shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. ATTORNEY shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to the Federal Awarding Agency and the appropriate EPA Regional Office. ATTORNEY agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 52. EFFECTIVE DATE

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

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

DRAFT

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

KAPLAN KIRSCH ROCKWELL LLP

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Brent E. Butzin
Partner

By: _____
Frank J. Navarro
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Juanda Lowder Daniel
Assistant General Counsel

DRAFT

Attachment: Draft Contract 21-1002553 On-Call Legal Services for Project Delivery - KKR [Revision 1] (7125 : On-Call Legal Contracts Award)

EXHIBIT A – “SCOPE OF WORK”

DRAFT

Attachment: 21-1002553 (combined attachments for printing) (7125 : On-Call Legal Contracts Award)

EXHIBIT A – “SCOPE OF WORK”

Provide legal services on an as needed basis in support of SBCTA’s Project Delivery and Toll Operations Program. Such legal services shall include pre-litigation advice, representation in litigation and subject matter may relate to any project related tasks as requested by SBCTA staff and may pertain to construction and toll operations topics.

Provide Construction Legal Services that include, but are not limited to:

- Advise on potential construction delay situations.
- Develop responses, or assist in developing responses to contractors.
- Provide analysis of situations, if needed coordinate with other contractors, engineers, etc.

Provide Toll Operations Legal Services that include, but are not limited to:

- Liability.
- Privacy Policy Requirement Updates.
- Industry-wide Legal Challenges.
- Emerging topics pertaining to any aspect of Toll Operations.
- Prepare all pleadings and represent SBCTA through final resolution, whether by settlement or trial.

EXHIBIT B – “ATTORNEYS’ FEES AND CHARGES”

DRAFT

Attachment: 21-1002553 (combined attachments for printing) (7125 : On-Call Legal Contracts Award)

February 9, 2021

ELECTRONIC SUBMISSION

Alicia Johnson
Procurement Analyst
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
procurement@gosbcta.com

Re: San Bernardino County Transportation Authority – On-Call Legal Services for Project Delivery / RFP 21-1002498 – BAFO

Dear Ms. Johnson:

On behalf of Kaplan Kirsch & Rockwell, I am pleased to present our BAFO price proposal for engagement by the San Bernardino County Transportation Authority (SBCTA) for on-call legal services for project delivery.

We agree to a 4% reduction in our previously proposed hourly rates as follows:

Name	Classification / Title	Proposal Hourly Rate	BAFO Hourly Rate
Brent Butzin	Partner	\$495	\$475
Adam Giuliano	Partner	\$495	\$475
Steve Kaplan	Managing Partner	\$495	\$475
Matthew Adams	Partner	\$495	\$475
Sara Dutschke	Partner	\$495	\$475
Catherine van Heuven	Partner	\$495	\$475
Emily Eads	Associate	\$350	\$336
Suyash Raiborde	Associate	\$350	\$336

In addition, we will hold our rates through 2022.

Thank you again for this opportunity,

Sincerely,



Brent E. Butzin
Partner
Kaplan Kirsch & Rockwell LLP

Kaplan Kirsch & Rockwell LLP
Attorneys at Law

1675 Broadway
Suite 2300
Denver, CO 80202

tel: 303.825.7000
fax: 303.825.7005
kaplankirsch.com

EXHIBIT C – “KEY PERSONNEL”

Name	Title
Brent E. Butzin	Partner
Adam M. Giuliano	Partner
Stephen H. Kaplan	Managing Partner
Matthew G. Adams	Partner
Sara A. Dutschke	Partner
Polly B. Jessen	Partner
Catherine M. van Heuven	Partner
Emily K. Eads	Associate
Suyash S. Raiborde	Associate

EXHIBIT D – “NOTICE”

To ATTORNEY	To SBCTA
Kaplan Kirsch & Rockwell LLP	San Bernardino County Transportation Authority
1675 Broadway, Suite 2300	1170 W. 3 rd Street, 2 nd Floor
Denver, CO 80202	San Bernardino, CA 92410-1715
Attn: Brent E. Butzin	Attn: Paula Beauchamp
Email: bbutzin@kaplankirsch.com	Email: pbeauchamp@gosbcta.com
Phone: (303) 825-7000	Phone: (909) 884-8276

DRAFT

Minute Action

AGENDA ITEM: 6

Date: *March 11, 2021*

Subject:

California State Transportation Agency Initiative on the Climate Action Plan for Transportation Infrastructure

Recommendation:

Receive information on the California State Transportation Agency's Climate Action Plan for Transportation Infrastructure.

Background:

Governor Newsom's budget proposal for Fiscal Year 2021/2022 includes a discussion of the Administration's ongoing work to implement Executive Order (EO) N-19-19 through the creation of the Climate Action Plan for Transportation Infrastructure (CAPTI). The target date for developing the final plan is July 15, 2021. An excerpt from the Governor's draft State Budget for Fiscal Year 2021/2022 describes the background and purpose of the CAPTI:

“As the state continues to invest in the road maintenance and repairs identified above, it is doing so in ways that are resilient in the face of climate change. The California State Transportation Agency continues to address the impacts of the transportation sector on climate change and greenhouse gas emissions, pursuant to the goals and requirements in Executive Orders N-19-19 and N-79-20. The State Transportation Agency is directed to leverage over \$5 billion in annual state transportation spending for construction, operations, and maintenance to help reverse the trend of increased fuel consumption and reduce greenhouse gas emissions associated with the transportation sector. The Agency will work collaboratively with other state departments and agencies to identify near term actions and investment strategies and to improve clean transportation and sustainable freight and transit options. Currently, the Agency is working with Caltrans, the California Transportation Commission, the Department of Finance, and other state agencies to develop the Climate Action Plan for Transportation Infrastructure (CAPTI) by July 15, 2021.

The CAPTI will identify near-term actions and investment strategies to leverage existing state transportation funds to help reverse the trend of increased fuel consumption and reduce greenhouse gas emissions from the transportation sector, while continuing the Senate Bill (SB) 1 commitment to a "fix-it-first" approach to our transportation system. Specifically, the CAPTI will (1) build towards an integrated, statewide rail and transit network, (2) support bicycle, pedestrian, and micro-mobility options, (3) support the deployment of light, medium, and heavy-duty zero-emission vehicle infrastructure, and (4) support innovative solutions to congestion designed to encourage people to shift from cars to other modes of transportation. The CAPTI will identify the actions necessary to change the state's transportation project planning and programming to reach California's climate change goals.”

The CAPTI does not affect local jurisdiction formula funds allocated from the SB 1 road maintenance and rehabilitation account or the highway user tax account. In addition, fuel excise tax revenues are limited to street, highway, and fixed transit guideway purposes, including essential components, such as sidewalks, traffic signals, etc. However, there are a number of

Entity: San Bernardino County Transportation Authority

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discretionary sources that California State Transportation Agency (CalSTA) proposes to leverage through implementation of the CAPTI initiative to meet state climate change mandates, targets, and policies through the levers identified in EO N-19-19:

- Active Transportation Program
- Interregional Transportation Improvement Program
- Local Partnership Program
- Solutions for Congested Corridors
- State Highway Operations & Protection Program
- Trade Corridor Enhancement Program
- Transit & Intercity Rail Capital Program

A draft of CAPTI will be released on or about March 10, 2021 and comments are due on April 6, 2021. It is San Bernardino County Transportation Authority (SBCTA) staff's intent to provide comments for CalSTA's consideration.

It is important to recognize how significant a shift in transportation strategy and funding is represented by CAPTI together with other state legislation and policies such as SB 743, which declared that vehicle delay is no longer an impact under the California Environmental Quality Act (CEQA). Rather, traffic analyses must convert to a vehicle miles traveled (VMT) basis in the evaluation of development projects and roadway projects. SBCTA collaborated with the County of San Bernardino and its 24 cities in laying the foundation for SB 743 implementation by July 1, 2020, as required in CEQA guidelines. These actions by the State are focused on making it more difficult to increase roadway capacity, which generally increases VMT. This strategy is "designed to encourage people to shift from cars to other modes of transportation," as stated in the CAPTI principles.

SBCTA's transportation strategy is multimodal in nature, which was true well before SB 743 was enacted, when the voters passed Measure I 2010-2040 in 2004. The Measure I 10-Year Delivery Plan includes very substantial investment in commuter rail, bus systems, hybrid rail technology (i.e. Redlands Passenger Rail Project, branded "Arrow"), and freeway express lanes, which give priority to transit and high occupancy vehicles. Additionally, SBCTA has a history of supporting active transportation through various grant programs and transportation demand management (TDM) strategies, which are prioritized for Federal Congestion Mitigation and Air Quality program funds. While SBCTA has substantive programs in place that focus on reducing VMT, highway projects that relieve congestion are prominently featured in the Measure I Expenditure Plan and, thus, the 10-Year Delivery Plan. One of the consequences of the state's direction on CAPTI and SB 743 will be greater difficulty in obtaining state discretionary funding for the types of highway projects for which many of the San Bernardino County residents voted – projects that reduce highway congestion and delay.

This change in state direction is even more evident as reflected in the California Air Resources Board (CARB) review of the Southern California Association of Governments (SCAG) 2020 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), prepared under SB 375. Even though SB 375 is not directly focused on VMT but on reduction of greenhouse gases (GHG) through better transportation and land use planning, the CARB evaluation particularly highlights the importance of reducing VMT as part of the state's strategy to reduce

San Bernardino County Transportation Authority

GHGs. CARB's RTP/SCS evaluation report, conveyed under its October 30, 2020 cover letter, had eight specific recommendations, the first of which is:

“Deprogram Capacity Expansion Projects and Prioritize Funding for Transportation Projects that Advance SCS Implementation and Goals.”

This highlights the seriousness of the state's concerns. The letter further states that:

“SCAG should prioritize projects that will support growth in the region's priority growth areas (which include job centers, high-quality transit areas, and neighborhood mobility areas) that foster lower VMT when seeking funding through the Solutions for Congested Corridors Program (SCCP) and Trade Corridor Enhancement Program (TCEP), under SB 1.”

The seven other major recommendations in the CARB report had similar themes. More recently, the state's concern at the legislative level is highlighted by the introduction of SB 261, which would specifically add VMT reduction targets to the requirements of future RTP/SCSs, beginning in 2024. These targets would be set by CARB at the same time as GHG reduction goals were set for each region in the state. Part of the concern for San Bernardino County is that, even though we are investing heavily in alternative modes of travel, fewer realistic options are available for travelers to reduce VMT than would be available, for example, in Los Angeles County, especially in light of the limited funding available to fund the current, much less expansion of, the transit network in the long term. Telework has clearly made an impact, but the concern would be that the state could set VMT targets that are unachievable for Southern California, even with billions of dollars invested in alternative modes and land use strategies. This would lead to the RTP/SCS missing the targets, resulting in disqualification in eligibility for SCCP funds for the entire region.

Over the next several months, SBCTA staff will be discussing how to position San Bernardino County projects for the state competitive funding programs for Cycle 3. Bringing additional state and federal funds to the table represents a key part of delivering projects in the Measure I Expenditure Plan, and SBCTA has been very aggressive in pursuing these funds in the first two SB 1 cycles. It is clear that the emphasis in Cycle 3 project selection criteria will be more aligned with the direction embodied in recent state legislation, EOs, and the policy of State agencies, such as CAPTI.

A draft strategy for competing for projects in SB 1 Cycle 3 will be outlined by SBCTA staff at the appropriate time in the months to come. SBCTA and SBCOG have been conducting very significant work to promote reduced VMT and pursue a sustainable future, consistent with much of the State's goal-setting. However, success in the future may require rethinking some of SBCTA's strategy concerning funding for highway improvements. Several attachments are provided regarding the Governor's EOs and CalSTA's draft CAPTI initiative, including more detailed presentation slides on seven specific CAPTI strategy areas.

Financial Impact:

This item has no impact on the Fiscal Year 2020/2021 Budget.

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Reviewed By:

This item will also be presented to the Mountain/Desert Policy Committee on March 19, 2021. This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors Metro Valley Study Session
Date: March 11, 2021

Witnessed By:

Draft Climate Action Plan for Transportation Infrastructure (CAPTI)

Stakeholder Conversations | February 2021



Why CAPTI?



Governor's Executive Order N-19-19

Leverage state transportation spending to help meet state climate goals

- Align planning and programming with objectives of California Climate Change Scoping Plan
- Reduce VMT by directing investments in a way that support infill development, especially housing near jobs
- Reduce congestion through innovative strategies that encourage people to shift from cars to other modes of travel
- Fund infrastructure that encourages transit use, walking, and biking
- Mitigate for any increases in transportation costs incurred on lower income Californians



California State Agencies play a role in either scoping, recommending, or selecting projects in over \$5 Billion of transportation infrastructure funding annually:

- Active Transportation Program (ATP)
- Interregional Transportation Improvement Program (ITIP)
- Local Partnerships Program (LPP)
- Solutions for Congested Corridors (SCCP)
- State Highway Operations & Protection Program (SHOPP)
- Trade Corridor Enhancement Program (TCEP)
- Transit & Intercity Rail Capital Program (TIRCP)



Governor's Executive Order N-79-20

- EO focused on meeting our ZEV goals
- Highlights the need for expanding clean transportation options, as outlined in EO N-19-19 work.



Process

SPRING - SUMMER 2020

- Stakeholder briefings/meetings (April-July)
– over 200 stakeholder groups engaged
- Stakeholder Survey – 79 respondents
- Received 14 formal comment letters
- Over 200 action item ideas submitted for interagency working group consideration

FALL - WINTER 2019

- EO N-19-19:
Issued 9/20/2019

Spring 2021

Final CAPTI Plan Released

FALL 2020

- Interagency working group – synthesized feedback to inform framework and actions
- EO N-79-20: Issued 9/23/20; re-affirmed direction of and integrated into framework
- 10/20 Public workshop – draft investment framework, preliminary ideas for actions
- Joint CARB/CTC/HCD Meeting – November 4

Winter 2021

- Release Draft CAPTI Plan
- Public comment period
- Public workshop on final draft plan



CAPTI Draft Plan



CAPTI is...

- A **holistic framework and statement of intent** for aligning State infrastructure investments with State climate, health, and social equity goals **built on the foundation of the “fix-it first” approach** established in SB 1
- A **suite of proposed changes** to State transportation planning, project scoping and programming, and mitigation activities **to align with the CAPTI framework**
- A **living document** that enables the CAPTI to adapt, pivot and modify approaches as needed
- A structure to **monitor and evaluate progress** of transportation infrastructure implementation to align with State climate, health and equity goals

CAPTI Approach

- Maintain and build upon existing “Fix-It-First” approach
- Ensure all areas of the state can benefit from any changes to alignment of funds
- Set a framework that can balance local contexts and needs with standardized approaches



CAPTI Investment Framework



Building towards an integrated, statewide rail and transit network



Investing in networks of safe and accessible bicycle and pedestrian infrastructure



Including investments in light, medium, and heavy-duty zero-emission-vehicle (ZEV) infrastructure

CAPTI Investment Framework



Reducing public health harms and maximize benefits to disproportionately impacted disadvantaged communities



Making safety improvements to reduce fatalities and severe injuries



Assessing physical climate risk



Promoting projects that do not increase passenger vehicle travel



Promoting compact infill development



Developing a zero-emission freight transportation system



Protecting natural and working lands

Seven CAPTI Strategy Areas

1. Cultivate and Accelerate Sustainable Transportation Innovation by Leading with State Investments
2. Support a Robust Economic Recovery by Revitalizing Transit, Supporting ZEV Deployment, and Expanding Active Transportation Investments
3. Elevate Community Voices in How We Plan and Fund Transportation Projects
4. Advance State Transportation Leadership on Climate and Equity through Improved Planning & Project Partnerships
5. Support Climate Resilience through Transportation System Improvements and Protections for Natural and Working Lands
6. Support Local and Regional Innovation to Advance Sustainable Mobility
7. Strengthen Transportation-Land Use Connections

S1. Cultivate and Accelerate Sustainable Transportation Innovation by Leading with State Investments

	Action
S1.1	Prioritize SCCP Projects to Enable Travelers to Opt Out of Congestion
S1.2	Promote Innovative Sustainable Transportation Solutions in SCCP by Requiring Multimodal Corridor Plans
S1.3	Fast Track New CAPTI-Aligned Projects in Early Planning Phases by Adding Them to the ITIP
S1.4	Mainstream Zero-Emission Vehicle Infrastructure Investments within TCEP



S2. Support a Robust Economic Recovery by Revitalizing Transit, Supporting ZEV Deployment, and Expanding Active Transportation Investments

	Action
S2.1	Implement the California Integrated Travel Program (Cal-ITP)
S2.2	Identify A Long-Term Strategic Funding Pathway Across All Funding Opportunities to Realize the State Rail Plan
S2.3	Accelerate TIRCP Cycles to Support Transit Recovery with deployment of ZEV Transit/Rail Fleets and Transit/Rail Network Improvements
S2.4	Increase Funding to Active Transportation Program (ATP)



S3. Elevate Community Voices in How We Plan and Fund Transportation Projects

	Action
S3.1	Establish Transportation Equity and Environmental Justice Advisory Committee(s)
S3.2	Strengthen and Expand Coordinated, Targeted Technical Assistance on State Transportation Funding Programs
S3.3	Lift Up and Mainstream Community Engagement Best Practices
S3.4	Develop and Utilize Equity Index to Assist in Evaluation or Prioritization of Caltrans Projects



S4. Advance State Transportation Leadership on Climate and Equity through Improved Planning & Project Partnerships

	Action
S4.1	Develop and Implement the California Strategic Investment Strategy (CSIS) to Align Caltrans Project Nominations in with the CAPTI Investment Framework
S4.2	Align Interregional Transportation Strategic Plan 2021 (ITSP) with CAPTI Investment Framework
S4.3	Update the 2023 State Highway System Management Plan (SHSMP) and Asset Management Targets to Meaningfully Advance CAPTI Investment Framework
S4.4	Re-focus Caltrans Corridor Planning Efforts to Prioritize Sustainable Multimodal Investments in Key Corridors of Statewide and Regional Significance
S4.5	Develop and Implement Caltrans Climate Action Plan (CCAP)
S4.6	Incorporate Zero-Emission Freight Infrastructure Needs in California Freight Mobility Plan (CFMP)



S5. Support Climate Resilience through Transportation System Improvements and Protections for Natural and Working Lands

	Action
S5.1	Develop Climate Risk Assessment Planning and Implementation Guidance
S5.2	Update SHOPP and SB 1 Competitive Program Guidelines to Incentivize Climate Adaptation and Climate Risk Assessments/Strategies
S5.3	Explore Incentivizing Land Conservation through Transportation Programs



S6. Support Local and Regional Innovation to Advance Sustainable Mobility

	Action
S6.1	Explore New Mechanisms to Mitigate Increases in Vehicle Miles Travelled (VMT) from Transportation Projects
S6.2	Convene an Equitable Roadway Pricing Working Group to Identify Implementation Pathways for Local and Regional Efforts
S6.3	Develop Interagency Framework for Project Evaluation Around Advancing Sustainable Communities



S7. Strengthen Transportation-Land Use Connections

	Action
S7.1	Leverage Transportation Investments to Incentivize Infill Housing Production
S7.2	Create a Working Group to Explore Potential Action to Address Direct and Indirect Displacement in Transportation Programs
S7.3	Explore a “Highways to Boulevards” Conversion Pilot Program

Discussion

CAPTI Next Steps

- Distribute public release draft: Early March 2021 (prior to workshop)
- Public Workshop: 03/18/21 (tentative)
- CTC Meeting Presentation on Draft Plan: 03/24/21
- CTC-CARB-HCD Joint Meeting Presentation on Draft Plan: 04/08/21
- Public Review Period: Closes 04/09/21
- Final CAPTI Release: June 2021
- Submittal of Plan to Governor and Legislature by July 15, 2021



CAPTI Guiding Principles

Within the "fix-it-first" approach and through existing funding frameworks, State of California transportation infrastructure investments should be deployed to do the following, where feasible:

Per EO N-79-20, invest to create new clean transportation options in urban, suburban, and rural settings for all Californians as well as for goods movement by:

- **Building toward an integrated, statewide rail and transit network**, centered around the existing California State Rail Plan that leverages the California Integrated Travel Project to provide seamless, affordable, multimodal travel options in all context, including suburban and rural settings, to all users.
- **Investing in networks of safe and accessible bicycle and pedestrian infrastructure**, particularly by closing gaps on portions of the State Highway System that intersect local active transportation and transit networks or serve as small town or rural main streets, with a focus on investments in low-income and disadvantaged communities throughout the state.
- **Including investments in light, medium, and heavy-duty zero-emission vehicle (ZEV) infrastructure** as part of larger transportation projects. Support the innovation in and development of the ZEV market and help ensure ZEVs are accessible to all, particularly to those in more rural or remote communities.

Additionally, per EO N-19-19, invest in ways that encourage further adoption and use of these clean modes of transportation mentioned above by:

- **Strengthening our commitment to social and racial equity by reducing public health and economic harms and maximizing community benefits** to disproportionately impacted disadvantaged communities, low-income communities, tribal communities, and Black, Indigenous, and People of Color (BIPOC) communities, in urbanized and rural regions, and involve these communities early in decision-making. Investments should also avoid placing new or exacerbating existing burdens on these communities, even if unintentional.
- **Making safety improvements to reduce fatalities and severe injuries of all users towards zero** on our roadways, railways and transit systems by focusing on context-appropriate speeds, prioritizing vulnerable user safety to support mode shift, designing roadways to accommodate for potential human error and injury tolerances, and ultimately implementing a safe systems approach.
- **Assessing physical climate risk** as standard practice for transportation infrastructure projects to enable informed decision-making, especially in communities that are most vulnerable to climate-related health and safety risks.
- **Promoting projects that do not increase passenger vehicle travel**, particularly in congested urbanized settings where other mobility options can be provided and where projects are shown to induce significant auto travel. These projects should generally aim to reduce VMT and not induce significant VMT growth. When addressing congestion, consider alternatives to highway capacity expansion, such as providing multimodal options in the corridor, employing pricing strategies, and using technology to optimize operations.

- **Promoting compact infill development while protecting residents and businesses from displacement** by funding transportation projects that support housing for low-income residents near job centers, provide walkable communities, and address affordability to reduce the housing-transportation cost burden and auto trips.
- **Developing a zero-emission freight transportation system** that avoids and mitigates environmental justice impacts, reduces criteria and toxic air pollutants, improves freight's economic competitiveness and efficiency, and integrates multimodal design and planning into infrastructure development on freight corridors.
- **Protecting natural and working lands** from conversion to more intensified uses and enhance biodiversity by supporting local and regional conservation planning that focuses development where it already exists and align transportation investments with conservation priorities to reduce transportation's impact on the natural environment.

DRAFT

CAPTI Implementation Strategies & Actions Matrix

Note: All actions related to the CTC are recommendations that would be introduced into the appropriate CTC program guidelines development process for consideration.

S1. Cultivate and Accelerate Sustainable Transportation Innovation by Leading with State Investments		
These actions are intended to find opportunities where the State can begin to clearly signal its commitment to funding innovative, sustainable transportation projects, while being mindful of commitments to projects that are well underway.		
	Action	Description
S1.1	Prioritize Solutions for Congested Corridors Program (SCCP) Projects to Enable Travelers to Opt Out of Congestion	<ul style="list-style-type: none"> SCCP priorities and criteria will be updated to focus on projects that reduce vehicle miles traveled (VMT), such as investments in transit, rail, active transportation, or highway solutions that improve transit travel times and reliability.
S1.2	Promote Innovative Sustainable Transportation Solutions in SCCP by Requiring Multimodal Corridor Plans	<ul style="list-style-type: none"> Pursue requirement that all projects be a part of a multimodal corridor plan consistent with the CTC's Comprehensive Multimodal Corridor Plan Guidelines.
S1.3	Fast Track New CAPTI-Aligned Projects in Early Planning Phases by Adding Them to The Interregional Transportation Improvement Program (ITIP)	<ul style="list-style-type: none"> New ITIP projects that are in alignment with the ITSP and CAPTI will be added with a portion of future funding capacity. This will be done in collaboration with local and regional partners and be in addition to continued funding for existing ITIP projects and commitments.
S1.4	Mainstream Zero-Emission Vehicle Infrastructure Investments within TCEP	<ul style="list-style-type: none"> Prioritize projects that improve the movement of freight and reduce emissions by creating or improving zero emissions infrastructure either within the project itself or within the larger trade corridor.

S2. Support a Robust Economic Recovery by Revitalizing Transit, Supporting ZEV Deployment, and Expanding Active Transportation Investments

Following the devastating impact of the COVID-19 pandemic on transit, these actions seek to enable transit's recovery and revitalize the transit system, including the deployment of ZEV transit fleets, which will ultimately be critical to our success in combatting the climate crisis. These actions also intend to expand State investments in active transportation infrastructure, the demand for which has significantly increased in many communities throughout California during the pandemic.

	Action	Description
S2.1	Implement the California Integrated Travel Program (Cal-ITP)	<ul style="list-style-type: none"> • Update TIRCP Guidelines to support transit providers with implementation of contactless payment and coordination of services via Cal-ITP. • Explore other avenues for incentivizing Cal-ITP adoption, potentially through incentive programs under CARB jurisdiction.
S2.2	Identify A Long-Term Strategic Funding Pathway Across All Funding Opportunities to Realize the State Rail Plan	<ul style="list-style-type: none"> • Lead a process to create a strategic investment plan for rail and transit projects statewide for major state funding programs as well as future federal funding opportunities.
S2.3	Accelerate TIRCP Cycles to Support Transit Recovery with Deployment of ZEV Transit/Rail Fleets and Transit/Rail Network Improvements	<ul style="list-style-type: none"> • Create a new Clean Fleet and Facilities Network Improvement project category in the TIRCP to provide additional support and funding to transit agencies needing to replace their aging vehicle fleets with ZEVs. • Through this project category, also with agencies to improve network efficiency and integration.
S2.4	Increase Funding to Active Transportation Program (ATP)	<ul style="list-style-type: none"> • Explore the potential for additional funding for the Active Transportation Program from various sources, including federal funding.

S3. Elevate Community Voices in How We Plan and Fund Transportation Projects		
<p>This strategy aims to create more transparent transportation planning processes, while also coordinating across state agencies to develop standards and practices for meaningful engagement and provision of technical assistance resources to those most impacted by projects, including disadvantaged communities, low-income communities, tribal communities, and Black, Indigenous, and Communities of Color (BIPOC).</p>		
	Action	Description
S3.1	Establish Transportation Equity and Environmental Justice Advisory Committee(s)	<ul style="list-style-type: none"> • Create advisory committee(s) focused on transportation equity and environmental justice issues stemming from transportation planning and programming. • The goal is to develop committee(s) that would provide input into transportation planning and programming to relevant state transportation decision-making bodies, such as CalSTA, the CTC, and Caltrans.
S3.2	Strengthen and Expand Coordinated, Targeted Technical Assistance on State Transportation Funding Programs	<ul style="list-style-type: none"> • Caltrans will expand its technical assistance efforts to help state and local agencies improve their capabilities and develop the partnerships needed to better engage CBO's in public outreach efforts. • CTC will provide ongoing technical assistance to applicants on requirements for funding programs, as well as explore structures for ad hoc in-house TA for program applicants.
S3.3	Lift Up and Mainstream Community Engagement Best Practices	<ul style="list-style-type: none"> • Caltrans will develop tools and partnerships to elevate its efforts to conduct meaningful community engagement. • CTC will host workshops to identify best practices for meaningful community engagement for inclusion in program guidelines.
S3.4	Develop and Utilize Equity Index to Assist in Evaluation or Prioritization of Caltrans Projects	<ul style="list-style-type: none"> • Identify metrics and indicators to account for equity-based outcomes for inclusion in the Index tool

S4. Advance State Transportation Leadership on Climate and Equity through Improved Planning & Project Partnerships		
<p>These actions outline Caltrans' commitment to change the types of projects it will fund, nominate, and sponsor, as well as how it analyzes project benefits and impacts. This fundamental shift will advance critical climate considerations in transportation, while also working towards eliminating inequities in the transportation system. These actions intend to align the department's planning efforts with the CAPTI Investment Framework, while lifting up regions in the state with fewer resources.</p>		
	Action	Description
S4.1	Develop and Implement the California Strategic Investment Strategy (CSIS) to Align Caltrans Project Nominations in with the CAPTI Investment Framework	<ul style="list-style-type: none"> Caltrans will develop and implement a new, data- and performance-driven approach in the CSIS to align project nominations with the CAPTI Investment Framework.
S4.2	Align Interregional Transportation Strategic Plan 2021 (ITSP) with CAPTI Investment Framework	<ul style="list-style-type: none"> The 2021 ITSP will be updated to integrate CAPTI and the Administration's Regions Rise Together effort.
S4.3	Update the 2023 State Highway System Management Plan (SHSMP) and to Meaningfully Advance CAPTI Investment Framework	<ul style="list-style-type: none"> The 2023 SHSMP will be updated to integrate and advance the guiding principles of the CAPTI Investment Framework, ultimately aimed at informing the SHOPP. The update will include the following approaches or considerations: active transportation, climate resiliency, nature-based solutions, greenhouse gas emission reduction, and climate smart decision-making.
S4.4	Re-focus Caltrans Corridor Planning Efforts to Prioritize Sustainable Multimodal Investments in Key Corridors of Statewide and Regional Significance	<ul style="list-style-type: none"> Prioritize sustainable multimodal investments and solutions in the corridor planning process; concentrating corridor planning efforts on those of statewide and regional significance Supporting the development of innovative safety solutions based on the safe systems approach that advance sustainable transportation modes, particularly for rural communities.
S4.5	Develop and Implement Caltrans Climate Action Plan (CCAP)	<ul style="list-style-type: none"> Develop and implement a departmental Climate Action Plan (CCAP) aligned with CAPTI to establish baseline and reduction targets for GHG emissions and VMT
S4.6	Incorporate Zero-Emission Freight Infrastructure Needs in California Freight Mobility Plan (CFMP)	<ul style="list-style-type: none"> Update the CFMP and project list to incorporate zero-emission freight infrastructure needs

S5. Support Climate Resilience through Transportation System Improvements and Protections for Natural and Working Lands		
<p>Impacts from climate change have the potential to restrict or impede travel in the state and have huge monetary implications for the state's fix-it-first approach. This strategy's actions will incorporate climate risk assessment as a standard practice in the transportation project development process in order to proactively work toward creating a more resilient transportation system.</p>		
	Action	Description
S5.1	Develop Climate Risk Assessment Planning and Implementation Guidance	<ul style="list-style-type: none"> The Governor's Office of Planning & Research (OPR) will update the Climate Risk Assessment Guidance. Caltrans will collaborate with OPR to incorporate the updated guidance into Caltrans planning and project delivery processes.
S5.2	Update SHOPP and SB 1 Competitive Program Guidelines to Incentivize Climate Adaptation and Climate Risk Assessments/Strategies	<ul style="list-style-type: none"> Following the completion of the OPR/Caltrans Climate Risk Assessment Planning and Implementation Guidance, CalSTA and CTC will evaluate the guidance and pursue inclusion in SHOPP, TIRCP, and SB 1 Competitive Program Guidelines.
S5.3	Explore Incentivizing Land Conservation through Transportation Programs	<ul style="list-style-type: none"> The CTC will evaluate the Interagency Natural and Working Lands Climate Smart Strategy for discussion in the public guideline's development process and for potential inclusion in the next scheduled updates to the Regional Transportation Plan and SB 1 Competitive Program guidelines.

S6.1 Support Local and Regional Innovation to Advance Sustainable Mobility		
<p>To address the various challenges and barriers to the implementation of Sustainable Community Strategies, this strategy identifies key actions to support the implementation of regional and local planning efforts that align with the framework, with a focus on finding a pathway to implementation for roadway pricing efforts and SB 743 VMT mitigation.</p>		
	Action	Description
S6.1	Explore New Mechanisms to Mitigate Increases in Vehicle Miles Travelled (VMT) from Transportation Projects	<ul style="list-style-type: none"> • CalSTA and Caltrans will work with local and regional transportation agencies to develop new mechanisms—such as mitigation banks—for viable VMT mitigation options for highway capacity projects, particularly with equity and land conservation in mind. • Caltrans will evaluate different models for GHG/VMT mitigation, such as exploring the potential expansion of the Advanced Mitigation Program.
S6.2	Convene an Equitable Roadway Pricing Working Group to Identify Implementation Pathways for Local and Regional Efforts	<ul style="list-style-type: none"> • Convene a working group consisting of other state agencies as well as local and regional partners to identify and provide recommendations for equitable roadway pricing implementation pathways for strategies identified in regional RTP/SCSs that reduce VMT and promote multimodal transportation options.
S6.3	Develop Interagency Framework for Project Evaluation Around Advancing Sustainable Communities Strategies	<ul style="list-style-type: none"> • Develop a framework to assess transportation projects and determine if they advance the SCS, align with the objectives of the CARB Climate Change Scoping Plan, and advance equity.

S7. Strengthen Transportation-Land Use Connections		
<p>In order to simultaneously address California's housing crisis while reducing VMT, these actions seek to ensure that transportation programming dollars help incentivize smart housing and conservation policies and decisions, while also supporting the creation of infill development.</p>		
	Action	Description
S7.1	Leverage Transportation Investments to Incentivize Infill Housing Production	<ul style="list-style-type: none"> Explore and identify opportunities in transportation funding programs to incentivize pro-infill housing policies, expanding upon recent successes of programs such as AHSC.
S7.2	Create a Working Group to Explore Potential Action to Address Direct and Indirect Displacement in Transportation Programs	<ul style="list-style-type: none"> This interagency working group will explore potential statutory changes to enable transportation programs to incentivize anti-displacement strategies within their funding frameworks.
S7.3	Explore a “Highways to Boulevards” Conversion Pilot Program	<ul style="list-style-type: none"> Explore pathways for the creation of a new pilot program that intends to address community barriers and divisions made by transportation projects that have amplified racial inequalities by replacing underutilized sections of the state highway system with boulevards that unlock new land for housing development and revitalization. Build off existing planning work at local and regional levels to identify key projects under development that could benefit from additional resources.

Minute Action

AGENDA ITEM: 7

Date: *March 11, 2021*

Subject:

Amendment No. 2 to South Milliken Grade Separation Project Funding 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:

Approve Amendment No. 2 to Funding Agreement No. 17-1001620 with the City of Ontario (City) for the South Milliken Grade Separation Project to increase the total project cost by \$1,400,000, to be funded by the City in the amount of \$279,241 and by Measure I Valley Grade Separation Program funds in the amount of \$1,120,759, and to extend the termination date to June 30, 2024.

Background:

In June 2013, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Funding Agreement No. C13104 with the City of Ontario (City) to define the roles and responsibilities of the agencies in constructing a rail grade separation project along South Milliken Avenue at the Union Pacific Railroad crossing, South Milliken Grade Separation Project. The Agreement defined the various funding sources, defined the project construction cost sharing responsibility between SBCTA and the City at 80% and 20%, respectively, and identified a construction cost of \$66.1 million based on the Engineer's Estimate. With approval of that agreement, the Board authorized a total SBCTA share of up to \$51.933 million based on an updated Engineer's Estimate of \$71.3 million and an alternate funding plan for the SBCTA share with an amendment to the agreement to follow if necessary.

On May 7, 2014, the SBCTA Board approved Amendment No. 1 to Funding Agreement No. C13104, which reduced the construction cost to \$57.4 million upon the City awarding the construction contract. SBCTA's public share of the construction phase was \$43.9 million with funding provided by State-Local Partnership Program and Trade Corridors Improvement Fund funds, awarded by the California Transportation Commission (CTC) in June 2013, in addition to Measure I funds and a repayment by the City of City Share savings from the North Milliken Avenue Grade Separation Project in the amount of \$3.1 million.

On May 10, 2016, the City of Ontario entered into Agreement No. 75GS6128 with the California Department of Transportation, Division of Rail, to accept a \$5 million California Public Utilities Commission (CPUC) Section 190 Grant for construction of the South Milliken Grade Separation Project. In accordance with Funding Agreement No. C13104, the Section 190 Grant was applied toward reducing the total project construction cost before determining the agencies' funding obligations based on the 80/20 cost sharing formula.

On February 1, 2017, the SBCTA Board approved Funding Agreement No. 17-1001620 for the South Milliken Grade Separation Project which acknowledged an increase in Right-of-Way (ROW) phase cost and the acceptance of the Section 190 Grant. Additionally, to balance costs between both the North Vineyard Grade Separation Project and the South Milliken Grade Separation Project so that an overall 80/20 Public/City share is maintained, a revised financial plan was developed for the ROW and Construction phases of the South Milliken Grade Separation Project. The revised financial plan included the estimated repayment of City Share in
Entity: San Bernardino County Transportation Authority

the amount of \$8.6 million from the North Vineyard Grade Separation Project per Funding Agreement No. 17-1001619. Funding Agreement No. 17-1001620 also superseded and terminated Funding Agreement Nos. C11167, for the ROW phase, C13104 for the Construction phase, and their amendments, with the City of Ontario.

On November 7, 2018, Amendment No. 1 to Funding Agreement No. 17-1001620 was approved by the SBCTA Board. The amendment included an updated project cost estimate and a funding plan for all phases of the project in order to maintain an overall 80/20 Public/City share on the Project. The funding plan identified an additional \$6.158 million of Traffic Congestion Relief Program funds for the project, approved by the CTC in June 2017, and included the repayment of the City's share in the revised amount of \$8.057 million from the North Vineyard Grade Separation Project and \$3.121 million from the North Milliken Grade Separation Project per Funding Agreement Nos. 17-1001619 and R10195, respectively. The amendment also superseded and replaced Cooperative Agreement C08192 for the PA&ED phase and Funding Agreements Nos. C10093 and C14059 for the PS&E phase. It should be noted that the repayment amount of the City's share per Funding Agreement No. 17-1001619 has since been adjusted from \$8.057 million to \$8.056 million following final reconciliation of costs of the North Vineyard Grade Separation Project.

The South Milliken Grade Separation Project is complete for beneficial use and the final payment was issued to the contractor in February 2018. A claim, however, was filed by the owner of a property located in the vicinity of the project. The City denied the claim in September 2018 and the property owner subsequently took legal action against the City in March 2019. Following several procedural delays in the San Bernardino Superior Court system due to COVID-19, the trial is currently scheduled for November 8, 2021. The first phase of the trial will be a bench trial to determine liability for inverse condemnation. Unless the City prevails during the first phase, the second phase of the trial will be scheduled as a jury trial in order to determine damages for inverse condemnation. The second phase of the trial will not be scheduled until an outcome is known regarding the first phase of the trial.

Amendment No. 2 to Funding Agreement No. 17-1001620 would adjust project costs in the ROW phase to cover costs associated with the pending litigation and incorporate the \$759 decrease in the repayment amount of the City's share of the North Vineyard Grade Separation Project as noted previously in this item. The property owner's claim totals \$1,000,000 and expected legal costs to the project are \$309,200; therefore, the City of Ontario conservatively estimates a need for an additional \$1,400,000 in the ROW phase.

The current and proposed funding plans are shown in Table 1. The proposed funding plan adjusts the ROW phase and total project costs, incorporates the \$759 decrease in the City's repayment amount per Funding Agreement No. 17-1001619, and maintains an overall 80/20 Public/City share between the South Milliken Grade Separation and the North Vineyard Grade Separation projects. Due to the adjustments in the ROW phase and the City's repayment amount, the Public Share of the project cost is \$44,976,085, which exceeds the estimate contained in the 2019 Update to the 10-Year Delivery Plan by \$1,120,759. Staff recommends funding the additional Public Share need with Measure I Grade Separation Program funds as this is the only eligible source of funds available; however, depending on actual revenue receipts in the coming year and final costs on the Monte Vista Grade Separation Project, should the full amount of \$1.1 million be needed, the use of Measure I Grade Separation Program reserves or interprogram borrowing may be required. If this is the case, staff will return to the Board for authorization to proceed in that manner.

Board of Directors Metro Valley Study Session Agenda Item

March 11, 2021

Page 3

Table 1. South Milliken Grade Separation Current and Proposed Funding Plans

	Totals	Public Share					City Share			Buy Downs		
CURRENT		Measure I	SLPP	TCRP	TCIF	Repayment R10195 N.Milliken	Repayment 17-1001619 N.Vineyard	DIF	TCRP	UPRR	CPUC 190	
PA&ED (C08192)	678,323	112,142						566,181				
PS&E (C10093/C14059)	5,651,244							5,651,244				
ROW (17-1001620)	14,490,158			5,567,362			3,332,158		590,638		5,000,000	
CON (17-1001620)	52,143,207	7,211,800	7,210,000		20,633,067	3,120,955	4,724,517	6,760,575		2,482,293		
Est. Total Cost	72,962,932	43,855,326					21,034,675			8,072,931		
	Totals	Public Share					City Share			Buy Downs		
PROPOSED		Measure I	SLPP	TCRP	TCIF	Repayment R10195 N.Milliken	Repayment 17-1001619 N.Vineyard	DIF	TCRP	UPRR	CPUC 190	
PA&ED	678,323	112,142						566,181				
PS&E	5,651,244							5,651,244				
ROW	15,890,158	1,120,759		5,567,362			3,331,399	280,000	590,638		5,000,000	
CON	52,143,207	7,211,800	7,210,000		20,633,067	3,120,955	4,724,517	6,760,575		2,482,293		
Est. Total Cost	74,362,932	44,976,085					21,313,916			8,072,931		
SUMMARY	Totals	Public Share					City Share			Buy Downs		
Change from Approved	1,400,000	1,120,759					279,241			0		
Required 80/20 Shares		53,032,001					13,258,000					
Reconciliation from North Vineyard		-8,055,916					8,055,916					
Final Shares for South Milliken		44,976,085					21,313,916					

Amendment No. 2 will also extend the termination date of the Agreement since the current termination date of June 30, 2021, falls before the scheduled trial date and additional time is needed to resolve the pending litigation. Staff recommends extending the termination date to June 30, 2024.

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. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Vanessa Schoenewald, Management Analyst III

Approved
Board of Directors Metro Valley Study Session
Date: March 11, 2021

Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 17-1001620 Amendment No.: 2
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 01570 Vendor Name: City of Ontario
 Description: South Milliken Avenue Grade Separation Funding Agreement
 List Any Related Contract Nos.: 17-1001619; R10195; replaces C08192, C10093, and C14059

Dollar Amount

Original Contract	\$ 10,635,514.00	Original Contingency	\$ -
Prior Amendments	\$ (3,311,572.00)	Prior Amendments	\$ -
Current Amendment	\$ 1,120,759.00	Current Amendment	\$ -
Total/Revised Contract Value	\$ 8,444,701.00	Total Contingency Value	\$ -
Total Dollar Authority (Contract Value and Contingency)		\$	8,444,701.00

Contract Authorization

Board of Directors Date: 4/7/2021 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

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

Local _____ Funding Agreement _____

Accounts Payable

Estimated Start Date: 2/1/2017 Expiration Date: 6/30/2021 Revised Expiration Date: 6/30/2024

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

Total Contract Funding: _____ Total Contingency: _____

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$	
GL:	6230	40	0840	0876	52005	49053505	620	MSI Bond	112,142.00	-
GL:	6230	40	0840	0876	52005	49053505	650	MSI Bond	7,211,800.00	-
GL:	4130	40	0840	0876	52005	41100000	640	MSI Valley Fund-GS	1,120,759.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Andrea Nieto

Paula Beauchamp

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Fund administration provided the information for the CSS

Attachment: CSS (7258 : South Milliken Grade Separation Project Funding Agreement Amendment No. 2)

AMENDMENT NO. 2 TO PROJECT FUNDING AGREEMENT NO. 17-1001620

FOR

**PROJECT APPROVAL/ ENVIRONMENTAL DOCUMENT, PLANS,
SPECIFICATIONS AND ESTIMATES, RIGHT OF WAY AND CONSTRUCTION
PHASES OF SOUTH MILLIKEN AVENUE RAIL-HIGHWAY GRADE SEPARATION
NORTH OF MISSION BOULEVARD AND THE UNION PACIFIC RAILROAD
(ALHAMBRA LINE) PROJECT**

(CITY OF ONTARIO)

This AMENDMENT No. 2 (AMENDMENT NO. 2) to Project Funding Agreement No. 17-1001620 is made by and between San Bernardino County Transportation Authority ("SBCTA") whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and City of Ontario ("CITY"), whose address is 303 East B Street, Ontario CA 91764. SBCTA and CITY are each a "Party" and collectively the "Parties" herein.

RECITALS

- A. SBCTA and CITY previously executed Project Funding Agreement No. 17-1001620, dated February 1, 2017 ("AGREEMENT"), to jointly fund the Right of Way (ROW) and Construction (CON) Phases of the South Milliken Avenue Rail-Highway Grade Separation North of Mission Boulevard and the Union Pacific Railroad (Los Angeles Line) Project, in the City of Ontario ("PROJECT"); and
- B. On June 4, 2008, SBCTA and CITY entered into Cooperative Agreement No. C08192 delineating the roles, responsibilities and funding commitments relative to the Project Approval/ Environmental Document (PA&ED) Phase of the PROJECT; and
- C. On June 2, 2010, SBCTA and CITY entered into Project Funding Agreement No. C10093 delineating the roles, responsibilities and funding commitments relative to the Plans, Specifications and Estimates (PS&E) Phase of the PROJECT; and
- D. On November 5, 2013, SBCTA and CITY entered into Project Funding Agreement No. C14059 delineating the additional work and cost relative to the completion of Plans, Specifications and Estimates (PS&E) Phase of the PROJECT; and
- E. On November 7, 2018, SBCTA and CITY entered into Amendment No. 1 to AGREEMENT that included the PA&ED, PS&E, ROW and CON Phases of the PROJECT. Amendment No. 1 included a funding plan for all phases of the project so that the Public and City shares can be balanced across all phases. The AGREEMENT superseded and replaced Contracts Nos. C08192

(PA&ED phase), C10093 (PS&E phase), C14059 (PS&E phase), C11167 (ROW phase), and C13104 (Construction phase) with the City of Ontario, and

F. The Parties desire that the AGREEMENT be further amended to increase the cost of the ROW phase and to extend the termination date.

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

1. Paragraph 5 of Section I is deleted in its entirety and replaced with the following:

“5. The total public share of the PA&ED, PS&E, ROW and CON Phases of the PROJECT is estimated to be \$53,032,001 after contributions of \$2,482,293 from Union Pacific Railroad (UPRR), \$590,638 from TCRP, and \$5,000,000 from California Public Utilities (CPUC) Section 190, which reduce the total PROJECT cost.”

2. Paragraph 6 of Section I is deleted in its entirety and replaced with the following:

“6. To reimburse CITY up to a maximum of \$8,444,701, which is the SBCTA public share less SLPP, TCRP and TCIF funds, the repayment of the over-contribution of public share of the North Milliken Avenue Grade Separation Project, and the repayment of the over-contribution of public share of the North Vineyard Avenue Grade Separation Project.

3. Paragraph 4 of Section II is deleted in its entirety and replaced with the following:

“4. That the total development share of the PROJECT is estimated at \$13,258,000 after contributions of \$2,482,293 from UPRR, \$590,638 from TCRP, and \$5,000,000 from CPUC Section 190, which reduce the total PROJECT cost.”

4. Paragraph 5 of Section II is deleted in its entirety and replaced with the following:

“5. That the development share will be increased by \$8,055,916 to account for the over-contribution of public share of the North Vineyard Avenue Grade Separation Project as delineated in Agreement 17-1001619.”

5. Paragraph 1 of Section III is deleted in its entirety and replaced with the following:

“1. The total cost of the all Phases of the PROJECT has been estimated at \$74,362,932.”

6. Attachment A “Costs by Phase and Funding” is replaced in its entirety with the Revised Project Costs by Phase and Funding attached as Attachment A to this AMENDMENT NO. 2.

7. Paragraph 12 of Section III is deleted in its entirety and replaced with the following:

“12. This AGREEMENT will be considered terminated upon reimbursement of eligible costs by SBCTA or by June 30, 2024, whichever occurs first.”

- 8. The Recitals to this AMENDMENT NO. 2 are true and correct and are incorporated into this AMENDMENT.
- 9. This AMENDMENT is effective on and shall be dated on the date executed by SBCTA.
- 10. Except as otherwise specifically provided herein, all other provisions of the AGREEMENT AND AMENDMENT NO. 1 shall remain in full force and effect..

IN WITNESS WHEREOF, SBCTA and City have executed this AMENDMENT NO. 2 below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ONTARIO

By: _____
Frank Navarro
Board President

By: _____
Scott Ochoa
City Manager

Date: _____

Date: _____

**APPROVED AS TO FORM AND
PROCEDURE:**

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Ruben Duran
CITY Attorney

Date: _____

Attachment A

South Milliken Grade Separation Project Revised Costs by Phase and Funding

Summary of Project Cost:

	Total	Buy Down			City Share*		Public Share**				
		UPRR	TCRP	CPUC Section 190	DIF	City Repayment under 17-1001619	TCRP	Measure I	Prop 1B SLPP	Prop 1B TCIF	City Repayment under R10195
Project Approval/ Environmental Document (PA&ED)	\$678,323	\$0	\$0	\$0	\$566,181	\$0	\$0	\$112,142	\$0	\$0	\$0
Plans, Specification and Estimate (PS&E)	\$5,651,244	\$0	\$0	\$0	\$5,651,244	\$0	\$0	\$0	\$0	\$0	\$0
Right of Way (ROW)	\$15,890,158	\$0	\$590,638	\$5,000,000	\$280,000	\$3,331,399	\$5,567,362	\$1,120,759	\$0	\$0	\$0
Construction (including construction management)	\$52,143,207	\$2,482,293	\$0	\$0	\$6,760,575	\$4,724,517	\$0	\$7,211,800	\$7,210,000	\$20,633,067	\$3,120,955
Total	\$74,362,932	\$2,482,293	\$590,638	\$5,000,000	\$13,258,000	\$8,055,916	\$5,567,362	\$8,444,701	\$7,210,000	\$20,633,067	\$3,120,955

* City Share is 20% of project cost plus payment of developer share per Agreement 17-1001619 from North Vineyard Grade Separation.

**Public Share is 80% less payment of developer share per Agreement 17-1001619 from North Vineyard Grade Separation and also includes City repayment per Agreement R10195 from North Milliken Grade Separation Project.

Attachment: 17-1001620 Amendment 2 Funding Agreement [Revision 2] (7258 : South Milliken Grade

Reconciliation of Agreements 17-1001619 (N. Vineyard) and 17-1001620 (S. Milliken):

	Total Project Cost	Buy Down	Public Share*	City Share**
Calculated Shares				
N. Vineyard 17-1001619 (final)	\$47,353,238	\$7,073,656	\$32,223,665	\$8,055,916
S. Milliken 17-1001620	\$74,362,932	\$8,072,931	\$53,032,001	\$13,258,000
Total	\$121,716,170	\$15,146,587	\$85,255,666	\$21,313,917
Actual Shares				
N. Vineyard 17-1001619 (final)	\$47,353,238	\$7,073,656	\$40,279,582	\$0
S. Milliken 17-1001620	\$74,362,932	\$8,072,931	\$44,976,084	\$21,313,917
Total	\$121,716,170	\$15,146,587	\$85,255,666	\$21,313,917
Total after Buy Down	\$106,569,583		80%	20%

Attachment: 17-1001620 Amendment 2 Funding Agreement [Revision 2] (7258 : South Milliken Grade

Minute Action

AGENDA ITEM: 8

Date: March 11, 2021

Subject:

Baseline Agreements for the I-15 Corridor Auxiliary and Express Lanes and I-10 Eastbound Truck Climbing Lane Projects

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 Trade Corridor Enhancement Program Baseline Agreement No. 21-1002565 with the California Transportation Commission and the California Department of Transportation for the Interstate 15 Corridor Auxiliary and Express Lanes Project.
- B. Approve the Trade Corridor Enhancement Program Baseline Agreement No. 21-1002563 with the California Transportation Commission and the California Department of Transportation for the Interstate 10 Eastbound Truck Climbing Lane Project.

Background:

In 2017, the State Legislature passed and the Governor signed Senate Bill 1 (SB 1), known as the Road Repair and Accountability Act, increasing transportation funding and instituting transportation funding reforms. Two key competitive programs are the Solutions for Congested Corridors Program (SCCP), targeted at \$250 million per year, and the Trade Corridor Enhancement Program (TCEP), targeted at \$300 million per year.

In January 2020, San Bernardino County Transportation Authority (SBCTA) staff presented a preliminary strategy to submit grant applications to the California Transportation Commission (CTC) for the SB 1 competitive programs, Cycle 2 (2020). The preliminary strategy included submitting applications requesting \$29 million and \$58 million in funding from the SCCP and the TCEP, respectively, for a combined total of \$87 million for the Interstate 15 (I-15) Corridor Auxiliary and Express Lanes Project. The strategy also included requesting \$25 million from the TCEP for the Interstate 10 (I-10) Eastbound Truck Climbing Lanes Project in the City of Yucaipa.

As indicated in the January 2020 agenda item, SBCTA staff submitted the proposed project list and funding requests to Caltrans for their review and consideration of partnership. In response, Caltrans indicated they would partner with SBCTA on both of the proposed projects. Following further discussion with Caltrans, SBCTA ultimately requested \$87 million from the TCEP and \$32 million from the SCCP for the I-15 Corridor Auxiliary and Express Lanes Project and \$24 million from the TCEP for the I-10 Eastbound Truck Climbing Lanes Project, as planned.

On December 2, 2020, the CTC adopted the Program of Projects for the 2020 TCEP and 2020 SCCP, Cycle 2. The final funding request amounts and the funds ultimately awarded to the projects are indicated in Table 1. It should be noted that the SCCP funding SBCTA did not

Entity: San Bernardino County Transportation Authority

receive for the I-15 Corridor Auxiliary and Express Lanes Project was supplanted with TCEP funding.

Table 1. SB 1 Competitive Program Funding Requests and Awards to SBCTA, Cycle 2

Funding Program	Project	Funding Request	Funding Award
SCCP	I-15 Corridor Auxiliary and Express Lanes (Express lanes and auxiliary lanes from Cantu-Galleano Ranch Road to Foothill Blvd.)	\$32 million	\$0
TCEP	I-15 Corridor Auxiliary and Express Lanes (Express lanes and auxiliary lanes from Cantu-Galleano Ranch Road to Foothill Blvd.)	\$87 million	\$119 million
TCEP	I-10 Eastbound Truck Climbing Lanes in Yucaipa	\$24 million	\$24 million

In accordance with the SB 1 Accountability and Transparency Guidelines, SBCTA must enter into a Baseline Agreement with Caltrans and the CTC for any project receiving TCEP funds. The Baseline Agreement sets forth the agreed upon expected project benefits, scope, schedule, and cost and provides a benchmark for comparison to the current status of the project and the forecast of conditions under a no-build scenario. Baseline Agreements identify the agency responsible for meeting the reporting requirements and, for locally implemented projects, identify Caltrans' responsibilities relative to the type and location of the project. Additionally, the CTC considers the Baseline Agreement as the front-end document that forms the foundation for in-progress and follow-up accountability.

Because SBCTA received awards for projects that have approved environmental documents, fully signed Baseline Agreements must be approved by the CTC no later than the June 2021 CTC meeting. Staff is recommending that the SBCTA Board of Directors approve the Baseline Agreements indicated in the recommendation section of this item, Contract No. 21-1002565 and Contract No. 21-1002563, for the I-15 Corridor Auxiliary and Express Lanes Project and the I-10 Eastbound Truck Climbing Lanes Project, respectively. It should be noted that the West Valley Connector Bus Rapid Transit Project, Phase 1, was also awarded SCCP funds, and the respective Baseline Agreement is scheduled to be presented to the SBCTA Transit Committee on March 11, 2021.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

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

Responsible Staff:

Vanessa Schoenewald, Management Analyst III
San Bernardino County Transportation Authority

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Approved
Board of Directors Metro Valley Study Session
Date: March 11, 2021
Witnessed By:

General Contract Information

Contract No: 21-1002565 Amendment No.: _____
 Contract Class: Payable Department: Fund Administration
 Vendor No.: 0450 Vendor Name: Caltrans/CTC
 Description: Baseline Agreement for I-15 Corridor Auxiliary and Express Lanes Project

List Any Related Contract Nos.: _____

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

Contract Authorization

Board of Directors _____ Date: 4/7/2021 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Zero Dollar Contracts _____ Sole Source? N/A _____ N/A _____
 Zero Dollar _____ MOU/COOP/JPA _____

Accounts Payable

Estimated Start Date: 6/23/2021 Expiration Date: 8/9/2027 Revised Expiration Date: _____
 N/A _____ N/A _____ N/A _____

								Total Contract Funding:	Total Contingency:
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Vanessa Schoenewald _____ Andrea Zureick _____
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Estimated start date is anticipated CTC approval date of Baseline Agreement.

Attachment: ATTACHMENT A CSS 21-1002565 Baseline Agreement I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7415 :

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
PROJECT BASELINE AGREEMENT
I-15 Corridor Auxiliary and Express Lanes Project

Resolution _____
(will be completed by CTC)

1. FUNDING PROGRAM

- Active Transportation Program
- Local Partnership Program (Competitive)
- Solutions for Congested Corridors Program
- State Highway Operation and Protection Program
- Trade Corridor Enhancement Program

2. PARTIES AND DATE

- 2.1 This Project Baseline Agreement (Agreement) for the *I-15 Corridor Auxiliary and Express Lanes Project*, effective on, _____ (will be completed by CTC), is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant, *San Bernardino County Transportation Authority (SBCTA)*, and the Implementing Agency, *SBCTA*, sometimes collectively referred to as the "Parties".

3. RECITAL

- 3.2 Whereas at its December 2, 2020 meeting the Commission approved the Trade Corridor Enhancement Program, and included in this program of projects the *I-15 Corridor Auxiliary and Express Lanes Project*, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A and the Project Report attached hereto as Exhibit B, as the baseline for project monitoring by the Commission.
- 3.3 The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

4. GENERAL PROVISIONS

The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:

- 4.1 To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.
- 4.2 To adhere, as applicable, to the provisions of the Commission:
- Resolution *Insert Number*, "Adoption of Program of Projects for the Active Transportation Program", dated _____
 - Resolution *Insert Number*, "Adoption of Program of Projects for the Local Partnership Program", dated _____
 - Resolution *Insert Number*, "Adoption of Program of Projects for the Solutions for Congested Corridors Program", dated December 2, 2020
 - Resolution *Insert Number*, "Adoption of Program of Projects for the State Highway Operation and Protection Program", dated _____
 - Resolution G-20-77, "Adoption of Program of Projects for the Trade Corridor Enhancement Program", dated December 2, 2020

- 4.3 All signatories agree to adhere to the Commission's Trade Corridor Enhancement Program, Guidelines. Any conflict between the programs will be resolved at the discretion of the Commission.
- 4.4 All signatories agree to adhere to the Commission's SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
- 4.5 The SBCTA agrees to secure funds for any additional costs of the project.
- 4.6 The SBCTA agrees to report to Caltrans on a quarterly basis; after July 2019, reports will be on a semi-annual basis on the progress made toward the implementation of the project, including scope, cost, schedule, outcomes, and anticipated benefits.
- 4.7 Caltrans agrees to prepare program progress reports on a quarterly basis; after July 2019, reports will be on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.
- 4.8 The SBCTA agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.9 All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits during the course of the project, and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 4.10 The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time during the course of the project and for four years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

5. SPECIFIC PROVISIONS AND CONDITIONS

5.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

5.2 Project Scope

See Project Report or equivalent, attached as Exhibit B. At a minimum, the attachment shall include the cover page, evidence of approval, executive summary, and a link to or electronic copy of the full document.

5.3 Other Project Specific Provisions and Conditions

In the event of a cost overrun, the state will cover a share proportionate to the state contribution of the TCEP funding identified in the Project Programming Request (PPR) submitted with the project application.

Attachments:

Exhibit A: Project Programming Request Form

Exhibit B: Project Report

SIGNATURE PAGE
TO
PROJECT BASELINE AGREEMENT

I-15 Corridor Auxiliary and Express Lanes Project

Resolution _____

Frank Navarro
Date
President, SBCTA Board of Directors
Project Applicant

Frank Navarro
Date
President, SBCTA Board of Directors
Implementing Agency

Michael D. Beauchamp
Date
District Director
California Department of Transportation

Toks Omishakin
Date
Director
California Department of Transportation

Mitchell Weiss
Date
Executive Director
California Transportation Commission

Amendment (Existing Project) YES NO Date: 02/11/2021 07:36:48

Programs LPP-C LPP-F SCCP TCEP STIP Other

District	EA	Project ID	PPNO	Nominating Agency	
08	0R801	0820000075	0167M	San Bernardino County Transportation Authority (SBCTA)	
County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino	15	0.000	6.300	Caltrans HQ	
Riverside	15	49.800	52.300	MPO	Element
				SCAG	Capital Outlay
Project Manager/Contact			Phone	Email Address	
Dennis Saylor			909-884-8276	dsaylor@gosbcta.com	

Project Title

Interstate 15 Corridor Freight Improvement Project: Auxiliary Lanes and Express Lanes - Construction

Location (Project Limits), Description (Scope of Work)

In San Bernardino and Riverside Counties through the cities of Eastvale, Jurupa Valley, Ontario, and Rancho Cucamonga, on I-15 from Cantu Galleano Road to Foothill Boulevard, construct auxiliary lanes and express lanes. An auxiliary lane will be added in the northbound direction from just south of Jurupa Street extending north to tie into existing auxiliary lanes north of Jurupa Street (1.21 miles). An additional northbound auxiliary lane will be added from just north of 4th Street to just south of Foothill Boulevard (1.6 miles). A new auxiliary lane will be added in the southbound direction from just south of the I-10/I-15 interchange to the Riverside County Line (2.05 miles). Express lanes will extend northerly from Cantu-Galleano Ranch Road/SR-60 to Foothill Boulevard. Express lanes will be constructed in the median of I-15 joining the Express Lanes currently under construction in Riverside County which will be operational by December 2020.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority (SBCTA)
PS&E	San Bernardino County Transportation Authority (SBCTA)
Right of Way	San Bernardino County Transportation Authority (SBCTA)
Construction	San Bernardino County Transportation Authority (SBCTA)

Legislative Districts

Assembly:	52,40,60	Senate:	20,23,31	Congressional:	35,41,42,31
-----------	----------	---------	----------	----------------	-------------

Project Milestone	Existing	Proposed
Project Study Report Approved	09/23/2014	
Begin Environmental (PA&ED) Phase		10/14/2014
Circulate Draft Environmental Document	Document Type (ND/MND)/FONSI	03/01/2018
Draft Project Report		03/01/2018
End Environmental Phase (PA&ED Milestone)		12/20/2018
Begin Design (PS&E) Phase		09/02/2020
End Design Phase (Ready to List for Advertisement Milestone)		05/15/2023
Begin Right of Way Phase		03/05/2021
End Right of Way Phase (Right of Way Certification Milestone)		04/17/2023
Begin Construction Phase (Contract Award Milestone)		06/30/2023
End Construction Phase (Construction Contract Acceptance Milestone)		05/28/2027
Begin Closeout Phase		05/29/2027
End Closeout Phase (Closeout Report)		08/09/2027

Date 02/11/2021 07:36:48

Purpose and Need

Purpose: The purpose of the proposed project is to improve operational efficiency and safety, to reduce travel time within the corridor, and to improve trip reliability and mobility options through auxiliary lane improvements, freight bottleneck relief, and express toll lanes, managed through congestion-based pricing and HOV incentive policies. This will be part of transitioning I-15 into a truly managed corridor for multimodal movement of both freight and people.

Need: The I-15 Corridor Freight Improvement Project is needed for multiple reasons, as described below:

1. Because of where the project is located: This segment is located in the heart of one of the largest logistics centers in the U.S., with over 200 million square feet of distribution facilities within five miles of the project. This is also why the I-15/I-10 interchange was recently ranked the 12th most critical truck bottleneck in the U.S. by the American Transportation Research Institute. This interchange lies at the very center of the I-15 segment.
2. Because it directly addresses freight bottlenecks: There are three specific auxiliary lane improvements proposed, each of which involves major truck movements, and all of which will improve conditions at the I-15/I-10 interchange. The aux lanes directly improve freight flows, while the express lanes make room for more freight by better managing through and local traffic and improving operations. It also addresses a key pinch point on I-15 southbound at the county line, where the width of the bridge over Mission Boulevard constrains further improvement of this key segment.
3. Because it is of statewide and national interest: Stretching between the Mexican and the Canadian borders, I-15 is one of the most critical freight corridors in Southern California and is a primary freight gateway to the Nation, serving the international supply chain that runs through the Ports of Los Angeles and Long Beach. It is estimated that 50% of interstate truck traffic coming into or flowing out of Southern California passes through the I-15/I-10 interchange.
4. Because it is the only logical, affordable way to improve this segment: In addition to better separating local and longer distance flows, the express lanes provide a way to better manage corridor traffic overall. Southern California is building a world-class managed lanes network, and this I-15 segment is an essential part of that planned network. The project's strategic location in the logistics sector means that the express lane component will also benefit freight flow.
5. Because it is part of an overall multimodal vision: It is not simply a stand-alone project but part of a program of projects to improve transportation efficiency and alternative modes in this nationally significant corridor, with benefits accruing to the economic vitality and competitiveness of the region, such as 427,000 hours of truck delay reduced just in opening year.

NHS Improvements YES NO Roadway Class 1 Reversible Lane Analysis YES NO
 Inc. Sustainable Communities Strategy Goals YES NO Reduce Greenhouse Gas Emissions YES NO

Project Outputs

Category	Outputs	Unit	Total
Pavement (lane-miles)	HOV/HOT mainline constructed	Miles	25
Pavement (lane-miles)	Auxiliary lane constructed	Miles	5
TMS (Traffic Management Systems)	Changeable message signs	EA	16
TMS (Traffic Management Systems)	Closed circuit television cameras	EA	16
TMS (Traffic Management Systems)	Software and hardware systems	EA	8
TMS (Traffic Management Systems)	Traffic monitoring detection stations	EA	32

Date 02/11/2021 07:36:48

Additional Information

Project Milestones: Actual anticipated Construction Contract Award date is 11/1/2023. Listed milestone is 6/30/2023 to allow for programming funding in FY22/23.

Category and Outputs: Software and hardware systems refers to the number of toll zones

Performance Indicators and Metrics: Indicators that are not applicable to this project are listed with "0" for Build and No Build.

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Project Area, Corridor, County, or Regionwide VMT per Capita and Total VMT	Total Miles	86,232,322	85,898,007	334,315
			VMT per Capita	29.37	29.26	0.11
	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved	Person Hours	38,008,781	38,979,420	-970,639
			Hours per Capita	12.95	13.28	-0.33
	LPPF, LPPC, SCCP	Daily Vehicle Hours of Delay	Hours	31,933,048	32,748,530	-815,482
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	31,933,048	32,748,530	-815,482
	TCEP	Daily Truck Trips	# of Trips	31,808	26,507	5,301
TCEP	Daily Truck Miles Traveled	Miles	222,659	185,550	37,109	
Throughput	TCEP	Change in Truck Volume That Can Be Accommodated	# of Trucks	6,292,675	5,243,896	1,048,779
	TCEP	Change in Rail Volume That Can Be Accommodated	# of Trailers	0	0	0
			# of Containers	0	0	0
	TCEP	Change in Cargo Volume That Can Be Accommodated	# of Tons	0	0	0
# of Containers			0	0	0	
System Reliability	LPPF, LPPC, SCCP	Peak Period Travel Time Reliability Index	Index	1.44	4.06	-2.62
	LPPF, LPPC, SCCP	Transit Service On-Time Performance	% "On-time"	0	0	0
	TCEP	Truck Travel Time Reliability Index	Index	1.67	4.33	-2.66
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	31,933,048	32,748,530	-815,482
Velocity	TCEP	Travel Time or Total Cargo Transport Time	Hours	3,028,108	3,222,609	-194,501
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	39	41	-2
			PM 10 Tons	38	40	-2
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	4,960,404	4,999,941	-39,537
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	750	809	-59
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	49	49	0
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	13,724	14,191	-467
LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	3,956	3,831	125	
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	0	0
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	38	38	0
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.27	0.3	-0.03

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	2,153	2,147	6
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	15	17	-2
Accessibility	LPPF, LPPC, SCCP	Number of Jobs Accessible by Mode	Number	0	0	0
	LPPF, LPPC, SCCP	Number of Destinations Accessible by Mode	Number	0	0	0
	LPPF, LPPC, SCCP	Percent of Population Defined as Low Income or Disadvantaged Within 1/2 Mile of Rail Station, Ferry Terminal, or High-Frequency Bus Stop	%	0	0	0
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	3,900	0	3,900
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	4.7	0	4.7

District	County	Route	EA	Project ID	PPNO
08			0R801	0820000075	0167M

Project Title
 Interstate 15 Corridor Freight Improvement Project: Auxiliary Lanes and Express Lanes - Construction

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									San Bernardino County Transportatio
PS&E									San Bernardino County Transportatio
R/W SUP (CT)									San Bernardino County Transportatio
CON SUP (CT)									San Bernardino County Transportatio
R/W									San Bernardino County Transportatio
CON									San Bernardino County Transportatio
TOTAL									

Proposed Total Project Cost (\$1,000s)									Notes
E&P (PA&ED)	10,373							10,373	
PS&E		32,606						32,606	
R/W SUP (CT)									
CON SUP (CT)									
R/W		3,796						3,796	
CON				250,780				250,780	
TOTAL	10,373	36,402		250,780				297,555	

Fund #1: RIP - STIP Advance Construction (Committed) Program Code

Existing Funding (\$1,000s)									Funding Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									San Bernardino County Transportatio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				72,274				72,274	
TOTAL				72,274				72,274	

Fund #2:		Local Funds - SBD Co Measure I (Committed)							Program Code	
		Existing Funding (\$1,000s)								
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency	
E&P (PA&ED)									San Bernardino County Transportatio	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
		Proposed Funding (\$1,000s)							Notes	
E&P (PA&ED)	10,373							10,373	PS&E includes \$5.606M in SBCTA and RCTC Project Management costs. CON includes \$22.132M for CM costs to be 100% locally funded.	
PS&E		32,606						32,606		
R/W SUP (CT)										
CON SUP (CT)										
R/W		3,796						3,796		
CON				59,767				59,767		
TOTAL	10,373	36,402		59,767				106,542		
Fund #3:		State SB1 TCEP - State Share (Uncommitted)							Program Code	
		Existing Funding (\$1,000s)								
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency	
E&P (PA&ED)									California Transportation Commissio	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
		Proposed Funding (\$1,000s)							Notes	
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON				66,539				66,539		
TOTAL				66,539				66,539		

Fund #4:	State SB1 TCEP - Regional Share (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commissio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				52,200				52,200	
TOTAL				52,200				52,200	

Fund #5:	State SB1 SCCP - Solution for Congested Corridors Program (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commissio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Amendment (Existing Project) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					Date	02/24/2021 14:46:04
Programs <input type="checkbox"/> LPP-C <input type="checkbox"/> LPP-F <input checked="" type="checkbox"/> SCCP <input checked="" type="checkbox"/> TCEP <input type="checkbox"/> STIP <input type="checkbox"/> Other						
District	EA	Project ID	PPNO	Nominating Agency		
08	0R803	0812000059	3017N	San Bernardino County Transportation Authority (SBCTA)		
County	Route	PM Back	PM Ahead	Co-Nominating Agency		
San Bernardino	15	0.000	6.300	Caltrans HQ		
Riverside	15	49.800	52.300	MPO	Element	
				SCAG	Capital Outlay	
Project Manager/Contact			Phone	Email Address		
Dennis Saylor			909-884-8276	dsaylor@gosbcta.com		

Project Title

Interstate 15 Corridor Freight Improvement Project: Auxiliary Lanes and Express Lanes - Toll System Provider (D/B Contract)

Location (Project Limits), Description (Scope of Work)

In San Bernardino and Riverside Counties through the cities of Eastvale, Jurupa Valley, Ontario, and Rancho Cucamonga, on I-15 from Cantu Galleano Road to Foothill Boulevard, construct auxiliary lanes and express lanes. An auxiliary lane will be added in the northbound direction from just south of Jurupa Street extending north to tie into existing auxiliary lanes north of Jurupa Street (1.21 miles). An additional northbound auxiliary lane will be added from just north of 4th Street to just south of Foothill Boulevard (1.6 miles). A new auxiliary lane will be added in the southbound direction from just south of the I-10/I-15 interchange to the Riverside County Line (2.05 miles). Express lanes will extend northerly from Cantu-Galleano Ranch Road/SR-60 to Foothill Boulevard. Express lanes will be constructed in the median of I-15 joining the Express Lanes currently under construction in Riverside County which will be operational by December 2020.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority (SBCTA)
PS&E	San Bernardino County Transportation Authority (SBCTA)
Right of Way	San Bernardino County Transportation Authority (SBCTA)
Construction	San Bernardino County Transportation Authority (SBCTA)

Legislative Districts					
Assembly:	52,40,60	Senate:	20,23,31	Congressional:	35,41,42,31

Project Milestone	Existing	Proposed
Project Study Report Approved	09/23/2014	
Begin Environmental (PA&ED) Phase		10/14/2014
Circulate Draft Environmental Document	Document Type (ND/MND)/FONSI	03/01/2018
Draft Project Report		03/01/2018
End Environmental Phase (PA&ED Milestone)		12/20/2018
Begin Design (PS&E) Phase		04/07/2021
End Design Phase (Ready to List for Advertisement Milestone)		04/07/2021
Begin Right of Way Phase		03/05/2021
End Right of Way Phase (Right of Way Certification Milestone)		04/17/2023
Begin Construction Phase (Contract Award Milestone)		04/07/2021
End Construction Phase (Construction Contract Acceptance Milestone)		05/28/2027
Begin Closeout Phase		05/29/2027
End Closeout Phase (Closeout Report)		08/09/2027

Date 02/24/2021 14:46:04

Purpose and Need

Purpose: The purpose of the proposed project is to improve operational efficiency and safety, to reduce travel time within the corridor, and to improve trip reliability and mobility options through auxiliary lane improvements, freight bottleneck relief, and express toll lanes, managed through congestion-based pricing and HOV incentive policies. This will be part of transitioning I-15 into a truly managed corridor for multimodal movement of both freight and people.

Need: The I-15 Corridor Freight Improvement Project is needed for multiple reasons, as described below:

1. Because of where the project is located: This segment is located in the heart of one of the largest logistics centers in the U.S., with over 200 million square feet of distribution facilities within five miles of the project. This is also why the I-15/I-10 interchange was recently ranked the 12th most critical truck bottleneck in the U.S. by the American Transportation Research Institute. This interchange lies at the very center of the I-15 segment.
2. Because it directly addresses freight bottlenecks: There are three specific auxiliary lane improvements proposed, each of which involves major truck movements, and all of which will improve conditions at the I-15/I-10 interchange. The aux lanes directly improve freight flows, while the express lanes make room for more freight by better managing through and local traffic and improving operations. It also addresses a key pinch point on I-15 southbound at the county line, where the width of the bridge over Mission Boulevard constrains further improvement of this key segment.
3. Because it is of statewide and national interest: Stretching between the Mexican and the Canadian borders, I-15 is one of the most critical freight corridors in Southern California and is a primary freight gateway to the Nation, serving the international supply chain that runs through the Ports of Los Angeles and Long Beach. It is estimated that 50% of interstate truck traffic coming into or flowing out of Southern California passes through the I-15/I-10 interchange.
4. Because it is the only logical, affordable way to improve this segment: In addition to better separating local and longer distance flows, the express lanes provide a way to better manage corridor traffic overall. Southern California is building a world-class managed lanes network, and this I-15 segment is an essential part of that planned network. The project's strategic location in the logistics sector means that the express lane component will also benefit freight flow.
5. Because it is part of an overall multimodal vision: It is not simply a stand-alone project but part of a program of projects to improve transportation efficiency and alternative modes in this nationally significant corridor, with benefits accruing to the economic vitality and competitiveness of the region, such as 427,000 hours of truck delay reduced just in opening year.

NHS Improvements YES NO Roadway Class 1 Reversible Lane Analysis YES NO

Inc. Sustainable Communities Strategy Goals YES NO Reduce Greenhouse Gas Emissions YES NO

Project Outputs

Category	Outputs	Unit	Total
Pavement (lane-miles)	HOV/HOT mainline constructed	Miles	25
Pavement (lane-miles)	Auxiliary lane constructed	Miles	5
TMS (Traffic Management Systems)	Changeable message signs	EA	16
TMS (Traffic Management Systems)	Closed circuit television cameras	EA	16
TMS (Traffic Management Systems)	Traffic monitoring detection stations	EA	32
TMS (Traffic Management Systems)	Software and hardware systems	EA	8

Date 02/24/2021 14:46:04

Additional Information

Category and Outputs: Software and hardware systems refers to the number of toll zones

Performance Indicators and Metrics: Indicators that are not applicable to this project are listed with "0" for Build and No Build.

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Project Area, Corridor, County, or Regionwide VMT per Capita and Total VMT	Total Miles	0	0	0
			VMT per Capita	0	0	0
	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved	Person Hours	0	0	0
			Hours per Capita	0	0	0
	LPPF, LPPC, SCCP	Daily Vehicle Hours of Delay	Hours	0	0	0
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	31,933,048	32,748,530	-815,482
	TCEP	Daily Truck Trips	# of Trips	31,808	26,507	5,301
TCEP	Daily Truck Miles Traveled	Miles	222,659	185,550	37,109	
Throughput	TCEP	Change in Truck Volume That Can Be Accommodated	# of Trucks	6,292,675	5,243,896	1,048,779
	TCEP	Change in Rail Volume That Can Be Accommodated	# of Trailers	0	0	0
			# of Containers	0	0	0
	TCEP	Change in Cargo Volume That Can Be Accommodated	# of Tons	0	0	0
# of Containers			0	0	0	
System Reliability	LPPF, LPPC, SCCP	Peak Period Travel Time Reliability Index	Index	0	0	0
	LPPF, LPPC, SCCP	Transit Service On-Time Performance	% "On-time"	0	0	0
	TCEP	Truck Travel Time Reliability Index	Index	1.67	4.33	-2.66
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	31,933,048	32,748,530	-815,482
Velocity	TCEP	Travel Time or Total Cargo Transport Time	Hours	3,028,108	3,222,609	-194,501
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	39	41	-2
			PM 10 Tons	38	40	-2
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	4,960,404	4,999,941	-39,537
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	750	809	-59
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	49	49	0
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	13,724	14,191	-467
LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	3,956	3,831	125	
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	0	0
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	38	38	0
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.27	0.3	-0.03

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	2,153	2,147	6
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	15	17	-2
Accessibility	LPPF, LPPC, SCCP	Number of Jobs Accessible by Mode	Number	0	0	0
	LPPF, LPPC, SCCP	Number of Destinations Accessible by Mode	Number	0	0	0
	LPPF, LPPC, SCCP	Percent of Population Defined as Low Income or Disadvantaged Within 1/2 Mile of Rail Station, Ferry Terminal, or High-Frequency Bus Stop	%	0	0	0
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	3,900	0	3,900
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	4.7	0	4.7

District	County	Route	EA	Project ID	PPNO
08			0R803	0812000059	3017N

Project Title
 Interstate 15 Corridor Freight Improvement Project: Auxiliary Lanes and Express Lanes - Toll System Provider (D/B Contract)

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									San Bernardino County Transportatio
PS&E									San Bernardino County Transportatio
R/W SUP (CT)									San Bernardino County Transportatio
CON SUP (CT)									San Bernardino County Transportatio
R/W									San Bernardino County Transportatio
CON									San Bernardino County Transportatio
TOTAL									

Proposed Total Project Cost (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		7,600						7,600	
TOTAL		7,600						7,600	

Fund #1:	Local Funds - SBD Co Measure I (Committed)								Program Code
Existing Funding (\$1,000s)									Funding Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									San Bernardino County Transportatio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		7,600						7,600	
TOTAL		7,600						7,600	

Fund #2:	State SB1 TCEP - State Share (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commissio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									This source will not be used on this contract but is required to be listed for the ePPR to save.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Fund #3:	State SB1 TCEP - Regional Share (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commissio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									This source will not be used on this contract but is required to be listed for the ePPR to save.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund #4:		State SB1 SCCP - Solution for Congested Corridors Program (Uncommitted)							Program Code	
Existing Funding (\$1,000s)										
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency	
E&P (PA&ED)									California Transportation Commissio	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
Proposed Funding (\$1,000s)									Notes	
E&P (PA&ED)									This source will not be used on this contract but is required to be listed for the ePPR to save.	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										

Amendment (Existing Project) YES NO Date 02/24/2021 14:46:03

Programs LPP-C LPP-F SCCP TCEP STIP Other

District	EA	Project ID	PPNO	Nominating Agency	
08	0R802	0821000058	3017P	San Bernardino County Transportation Authority (SBCTA)	
County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino	15	0.000	6.300	Caltrans HQ	
Riverside	15	49.800	52.300	MPO	Element
				SCAG	Capital Outlay
Project Manager/Contact			Phone	Email Address	
Dennis Saylor			909-884-8276	dsaylor@gosbcta.com	

Project Title

Interstate 15 Corridor Freight Improvement Project: Auxiliary Lanes and Express Lanes - Establish Existing Planting

Location (Project Limits), Description (Scope of Work)

In San Bernardino and Riverside Counties through the cities of Eastvale, Jurupa Valley, Ontario, and Rancho Cucamonga, on I-15 from Cantu Galleano Road to Foothill Boulevard, construct auxiliary lanes and express lanes. An auxiliary lane will be added in the northbound direction from just south of Jurupa Street extending north to tie into existing auxiliary lanes north of Jurupa Street (1.21 miles) . An additional northbound auxiliary lane will be added from just north of 4th Street to just south of Foothill Boulevard (1.6 miles). A new auxiliary lane will be added in the southbound direction from just south of the I-10/I-15 interchange to the Riverside County Line (2.05 miles). Express lanes will extend northerly from Cantu-Galleano Ranch Road/SR-60 to Foothill Boulevard. Express lanes will be constructed in the median of I-15 joining the Express Lanes currently under construction in Riverside County which will be operational by December 2020.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority (SBCTA)
PS&E	San Bernardino County Transportation Authority (SBCTA)
Right of Way	San Bernardino County Transportation Authority (SBCTA)
Construction	San Bernardino County Transportation Authority (SBCTA)

Legislative Districts	Assembly: 52,40,60	Senate: 20,23,31	Congressional: 35,41,42,31
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Project Milestone	Existing	Proposed
Project Study Report Approved	09/23/2014	
Begin Environmental (PA&ED) Phase		10/14/2014
Circulate Draft Environmental Document	Document Type (ND/MND)/FONSI	03/01/2018
Draft Project Report		03/01/2018
End Environmental Phase (PA&ED Milestone)		12/20/2018
Begin Design (PS&E) Phase		09/02/2020
End Design Phase (Ready to List for Advertisement Milestone)		05/15/2023
Begin Right of Way Phase		03/05/2021
End Right of Way Phase (Right of Way Certification Milestone)		04/17/2023
Begin Construction Phase (Contract Award Milestone)		04/04/2027
End Construction Phase (Construction Contract Acceptance Milestone)		05/31/2029
Begin Closeout Phase		06/01/2029
End Closeout Phase (Closeout Report)		06/28/2029

Date 02/24/2021 14:46:03

Purpose and Need

Purpose: The purpose of the proposed project is to improve operational efficiency and safety, to reduce travel time within the corridor, and to improve trip reliability and mobility options through auxiliary lane improvements, freight bottleneck relief, and express toll lanes, managed through congestion-based pricing and HOV incentive policies. This will be part of transitioning I-15 into a truly managed corridor for multimodal movement of both freight and people.

Need: The I-15 Corridor Freight Improvement Project is needed for multiple reasons, as described below:

1. Because of where the project is located: This segment is located in the heart of one of the largest logistics centers in the U.S., with over 200 million square feet of distribution facilities within five miles of the project. This is also why the I-15/I-10 interchange was recently ranked the 12th most critical truck bottleneck in the U.S. by the American Transportation Research Institute. This interchange lies at the very center of the I-15 segment.
2. Because it directly addresses freight bottlenecks: There are three specific auxiliary lane improvements proposed, each of which involves major truck movements, and all of which will improve conditions at the I-15/I-10 interchange. The aux lanes directly improve freight flows, while the express lanes make room for more freight by better managing through and local traffic and improving operations. It also addresses a key pinch point on I-15 southbound at the county line, where the width of the bridge over Mission Boulevard constrains further improvement of this key segment.
3. Because it is of statewide and national interest: Stretching between the Mexican and the Canadian borders, I-15 is one of the most critical freight corridors in Southern California and is a primary freight gateway to the Nation, serving the international supply chain that runs through the Ports of Los Angeles and Long Beach. It is estimated that 50% of interstate truck traffic coming into or flowing out of Southern California passes through the I-15/I-10 interchange.
4. Because it is the only logical, affordable way to improve this segment: In addition to better separating local and longer distance flows, the express lanes provide a way to better manage corridor traffic overall. Southern California is building a world-class managed lanes network, and this I-15 segment is an essential part of that planned network. The project's strategic location in the logistics sector means that the express lane component will also benefit freight flow.
5. Because it is part of an overall multimodal vision: It is not simply a stand-alone project but part of a program of projects to improve transportation efficiency and alternative modes in this nationally significant corridor, with benefits accruing to the economic vitality and competitiveness of the region, such as 427,000 hours of truck delay reduced just in opening year.

NHS Improvements <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Roadway Class 1	Reversible Lane Analysis <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Inc. Sustainable Communities Strategy Goals <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Reduce Greenhouse Gas Emissions <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

Project Outputs

Category	Outputs	Unit	Total
Pavement (lane-miles)	HOV/HOT mainline constructed	Miles	25
Pavement (lane-miles)	Auxiliary lane constructed	Miles	5
TMS (Traffic Management Systems)	Changeable message signs	EA	16
TMS (Traffic Management Systems)	Closed circuit television cameras	EA	16
TMS (Traffic Management Systems)	Software and hardware systems	EA	8
TMS (Traffic Management Systems)	Traffic monitoring detection stations	EA	32

Date 02/24/2021 14:46:03

Additional Information

Category and Outputs: Software and hardware systems refers to the number of toll zones

Performance Indicators and Metrics: Indicators that are not applicable to this project are listed with "0" for Build and No Build.

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Project Area, Corridor, County, or Regionwide VMT per Capita and Total VMT	Total Miles	0	0	0
			VMT per Capita	0	0	0
	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved	Person Hours	0	0	0
			Hours per Capita	0	0	0
	LPPF, LPPC, SCCP	Daily Vehicle Hours of Delay	Hours	0	0	0
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	31,933,048	32,748,530	-815,482
	TCEP	Daily Truck Trips	# of Trips	31,808	26,507	5,301
TCEP	Daily Truck Miles Traveled	Miles	222,659	185,550	37,109	
Throughput	TCEP	Change in Truck Volume That Can Be Accommodated	# of Trucks	6,292,675	5,243,896	1,048,779
	TCEP	Change in Rail Volume That Can Be Accommodated	# of Trailers	0	0	0
			# of Containers	0	0	0
	TCEP	Change in Cargo Volume That Can Be Accommodated	# of Tons	0	0	0
# of Containers			0	0	0	
System Reliability	LPPF, LPPC, SCCP	Peak Period Travel Time Reliability Index	Index	0	0	0
	LPPF, LPPC, SCCP	Transit Service On-Time Performance	% "On-time"	0	0	0
	TCEP	Truck Travel Time Reliability Index	Index	1.67	4.33	-2.66
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	31,933,048	32,748,530	-815,482
Velocity	TCEP	Travel Time or Total Cargo Transport Time	Hours	3,028,108	3,222,609	-194,501
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	39	41	-2
			PM 10 Tons	38	40	-2
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	4,960,404	4,999,941	-39,537
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	750	809	-59
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	49	49	0
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	13,724	14,191	-467
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	3,956	3,831	125
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	0	0
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	38	38	0
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.27	0.3	-0.03

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	2,153	2,147	6
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	15	17	-2
Accessibility	LPPF, LPPC, SCCP	Number of Jobs Accessible by Mode	Number	0	0	0
	LPPF, LPPC, SCCP	Number of Destinations Accessible by Mode	Number	0	0	0
	LPPF, LPPC, SCCP	Percent of Population Defined as Low Income or Disadvantaged Within 1/2 Mile of Rail Station, Ferry Terminal, or High-Frequency Bus Stop	%	0	0	0
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	3,900	0	3,900
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	4.7	0	4.7

District	County	Route	EA	Project ID	PPNO
08			0R802	0821000058	3017P

Project Title
 Interstate 15 Corridor Freight Improvement Project: Auxiliary Lanes and Express Lanes - Establish Existing Planting

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									San Bernardino County Transportatio
PS&E									San Bernardino County Transportatio
R/W SUP (CT)									San Bernardino County Transportatio
CON SUP (CT)									San Bernardino County Transportatio
R/W									San Bernardino County Transportatio
CON									San Bernardino County Transportatio
TOTAL									

Proposed Total Project Cost (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON							2,012	2,012	
TOTAL							2,012	2,012	

Fund #1: Local Funds - SBD Co Measure I (Committed) Program Code

Existing Funding (\$1,000s)									Funding Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									San Bernardino County Transportatio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON							2,012	2,012	
TOTAL							2,012	2,012	

Fund #2:		State SB1 TCEP - State Share (Uncommitted)							Program Code	
Existing Funding (\$1,000s)										
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency	
E&P (PA&ED)									California Transportation Commissio	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
Proposed Funding (\$1,000s)									Notes	
E&P (PA&ED)									This source will not be used on this contract but is required to be listed for the ePPR to save.	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
Fund #3:		State SB1 TCEP - Regional Share (Uncommitted)							Program Code	
Existing Funding (\$1,000s)										
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency	
E&P (PA&ED)									California Transportation Commissio	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
Proposed Funding (\$1,000s)									Notes	
E&P (PA&ED)									This source will not be used on this contract but is required to be listed for the ePPR to save.	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										

Fund #4:	State SB1 SCCP - Solution for Congested Corridors Program (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commissio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									This source will not be used on this contract but is required to be listed for the ePPR to save.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

I-15 CORRIDOR PROJECT PA/ED



EA 08-0R8000 | Project Number 0812000184

08-Riv-015-PM 49.8 / 52.3 and 08-SBd-015 PM 0.0 / 12.2

PROJECT REPORT VOLUME I



Attachment: Item 7415 Attachment B C and D 21-1002565 (7415 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

I-15 Corridor Project
EA 08-0R800, PN 0812000184 – Planning Program Number (PPNO) 0167M
08-Riv-15 PM 49.8/52.3
08-SBd-15 PM 0.0/12.2
November 2018

PROJECT REPORT

For Project Approval

On Route 15
Between 0.3 Miles South of Cantu-Galleano Ranch Road
And 1.2 Miles North of Duncan Canyon Road


I have reviewed the right-of-way information contained in this report and the right-of-way data sheet attached hereto, and find the data to be complete, current and accurate:


REBECCA GUIRADO, Deputy District Director, Right of Way

**APPROVAL
RECOMMENDED:**


RAGHURAM RADHAKRISHNAN, Project Manager


DAVID BRICKER, Deputy District Director, Environmental Planning


CHRISTY CONYERS, Deputy District Director, Design

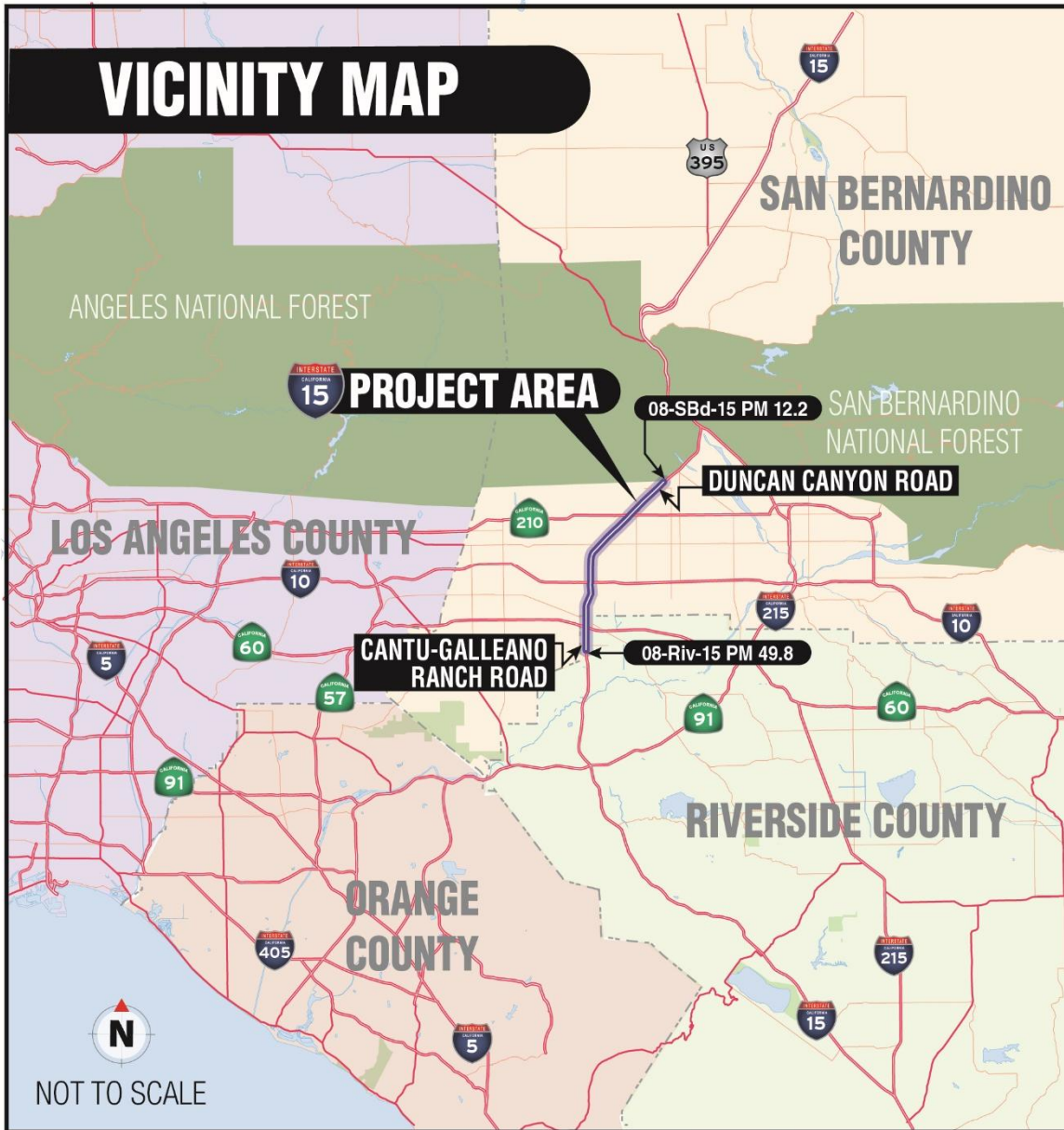

CATALINO A. PINING III, Deputy District Director, Traffic Operations

APPROVED BY:


JANICE BENTON, Interim District Director
Date 12/20/2018

Attachment: Item 7415 Attachment B C and D 21-1002565 (7415 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

Vicinity Map



*In Riverside and San Bernardino Counties
On Route 15 between 0.3 Miles South of Cantu-Galleano Ranch Road and 1.2 Miles
North of Duncan Canyon Road*

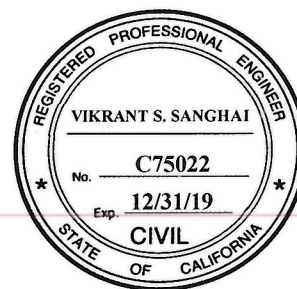
Attachment: Item 7415 Attachment B C and D 21-1002565 (7415 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

I-15 Corridor Project
EA 08-0R800, PN 0812000184 – Planning Program Number (PPNO) 0167M
08-Riv-15 PM 49.8/52.3
08-SBd-15 PM 0.0/12.2
November 2018

This project report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.

Vikrant S. Sanghai
Registered Civil Engineer
WSP

11/14/2018
Date



SUBMITTED BY:

Paula Beauchamp
Director of Project Delivery
SBCTA

11/15/18
Date

CONCURRED BY:

Jonathan den Hartog
Senior Oversight Engineer
Caltrans District 8

11/19/18
Date

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I-15 Corridor Project
EA 08-0R800, PN 0812000184 – Planning Program Number (PPNO) 0167M
08-Riv-15 PM 49.8/52.3
08-SBd-15 PM 0.0/12.2
November 2018

- Q. Exhibits 23, 24, 84, and 85 from the *I-15 Corridor Project Final Traffic Study Report* (4)
- R. Traffic Operation Policy Directive Memo (22)
- S. Storm Water Data Report signature page (1)

General Contract Information

Contract No: 21-1002563 Amendment No.: _____
 Contract Class: Payable Department: _____ Fund Administration
 Vendor No.: 0450 Vendor Name: Caltrans/CTC
 Description: Baseline Agreement I-10 EB Truck Climbing Lanes Project
 List Any Related Contract Nos.: _____

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

Contract Authorization

Board of Directors Date: 4/7/2021 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Zero Dollar Contracts _____ Sole Source? N/A _____ N/A
 Zero Dollar _____ MOU/COOP/JPA _____

Accounts Payable

Estimated Start Date: 6/23/2021 Expiration Date: 2/20/2025 Revised Expiration Date: _____
N/A N/A N/A

								Total Contract Funding:	Total Contingency:
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Vanessa Schoenewald Andrea Zureick
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Estimated start date is anticipated CTC approval date of Baseline Agreement.

Attachment: ATTACHMENT E CSS 21-1002563 Baseline Agreement I-10 EB Truck Climbing Lanes Project [Revision 1] (7415 : Baseline

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
PROJECT BASELINE AGREEMENT
I-10 Truck Climbing Lane

Resolution _____

(will be completed by CTC)

1. FUNDING PROGRAM

- Active Transportation Program
- Local Partnership Program (Competitive)
- Solutions for Congested Corridors Program
- State Highway Operation and Protection Program
- Trade Corridor Enhancement Program

2. PARTIES AND DATE

- 2.1 This Project Baseline Agreement (Agreement) for the *I-10 Truck Climbing Lane*, effective on, _____ (will be completed by CTC), is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant, *San Bernardino County Transportation Authority (SBCTA)*, and the Implementing Agency, *SBCTA*, sometimes collectively referred to as the "Parties".

3. RECITAL

- 3.2 Whereas at its December 2, 2020 meeting the Commission approved the Trade Corridor Enhancement Program, and included in this program of projects the *I-10 Truck Climbing Lane*, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A and the Project Report attached hereto as Exhibit B, as the baseline for project monitoring by the Commission.
- 3.3 The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

4. GENERAL PROVISIONS

The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:

- 4.1 To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.
- 4.2 To adhere, as applicable, to the provisions of the Commission:
- Resolution *Insert Number*, "Adoption of Program of Projects for the Active Transportation Program", dated _____
 - Resolution *Insert Number*, "Adoption of Program of Projects for the Local Partnership Program", dated _____
 - Resolution *Insert Number*, "Adoption of Program of Projects for the Solutions for Congested Corridors Program", dated December 2, 2020
 - Resolution *Insert Number*, "Adoption of Program of Projects for the State Highway Operation and Protection Program", dated _____
 - Resolution G-20-77, "Adoption of Program of Projects for the Trade Corridor Enhancement Program", dated December 2, 2020

- 4.3 All signatories agree to adhere to the Commission's Trade Corridor Enhancement Program, Guidelines. Any conflict between the programs will be resolved at the discretion of the Commission.
- 4.4 All signatories agree to adhere to the Commission's SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
- 4.5 The SBCTA agrees to secure funds for any additional costs of the project.
- 4.6 The SBCTA agrees to report to Caltrans on a quarterly basis; after July 2019, reports will be on a semi-annual basis on the progress made toward the implementation of the project, including scope, cost, schedule, outcomes, and anticipated benefits.
- 4.7 Caltrans agrees to prepare program progress reports on a quarterly basis; after July 2019, reports will be on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.
- 4.8 The SBCTA agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.9 All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits during the course of the project, and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 4.10 The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time during the course of the project and for four years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

5. SPECIFIC PROVISIONS AND CONDITIONS

5.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

5.2 Project Scope

See Project Report or equivalent, attached as Exhibit B. At a minimum, the attachment shall include the cover page, evidence of approval, executive summary, and a link to or electronic copy of the full document.

5.3 Other Project Specific Provisions and Conditions

In the event of a cost overrun, the state will cover a share proportionate to the state contribution of the TCEP funding identified in the Project Programming Request (PPR) submitted with the project application.

Attachments:

Exhibit A: Project Programming Request Form

Exhibit B: Project Report

SIGNATURE PAGE
TO
PROJECT BASELINE AGREEMENT

I-10 Truck Climbing Lane

Resolution _____

Frank Navarro
Date
President, SBCTA Board of Directors
Project Applicant

Frank Navarro
Date
President, SBCTA Board of Directors
Implementing Agency

John Bulinski
Date
District Director
California Department of Transportation

Toks Omishakin
Date
Director
California Department of Transportation

Mitchell Weiss
Date
Executive Director
California Transportation Commission

Amendment (Existing Project) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					Date	02/24/2021 13:56:00
Programs <input type="checkbox"/> LPP-C <input type="checkbox"/> LPP-F <input type="checkbox"/> SCCP <input type="checkbox"/> TCEP <input type="checkbox"/> STIP <input type="checkbox"/> Other						
District	EA	Project ID	PPNO	Nominating Agency		
08	1F760	0815000050	3009Q	San Bernardino County Transportation Authority (SBCTA)		
County	Route	PM Back	PM Ahead	Co-Nominating Agency		
San Bernardino	10	R 36.400	R 39.200	Caltrans HQ		
San Bernardino	10	R 0.000	R 0.200	MPO	Element	
				SCAG	Capital Outlay	
Project Manager/Contact			Phone	Email Address		
Paul Melocoton			909-884-8276	pmelocoton@gosbcta.com		

Project Title

I-10 Eastbound Truck Climbing Lane in Yucaipa

Location (Project Limits), Description (Scope of Work)

In San Bernardino County, from the 16th Street Overcrossing in Yucaipa to 0.2 miles east of the County Line Road Overcrossing in Calimesa (Riverside) . Construct a truck climbing lane in the eastbound direction.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority (SBCTA)
PS&E	San Bernardino County Transportation Authority (SBCTA)
Right of Way	San Bernardino County Transportation Authority (SBCTA)
Construction	San Bernardino County Transportation Authority (SBCTA)

Legislative Districts

Assembly:	42	Senate:	23	Congressional:	36,8
-----------	----	---------	----	----------------	------

Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase	08/11/2017	08/11/2017
Circulate Draft Environmental Document	07/03/2020	07/03/2020
Draft Project Report	07/03/2020	07/03/2020
End Environmental Phase (PA&ED Milestone)	09/18/2020	11/16/2020
Begin Design (PS&E) Phase	11/04/2020	03/03/2021
End Design Phase (Ready to List for Advertisement Milestone)	01/28/2022	05/06/2022
Begin Right of Way Phase	09/21/2020	03/03/2021
End Right of Way Phase (Right of Way Certification Milestone)	12/29/2021	05/06/2022
Begin Construction Phase (Contract Award Milestone)	06/17/2022	06/30/2022
End Construction Phase (Construction Contract Acceptance Milestone)	12/29/2023	04/22/2024
Begin Closeout Phase	01/01/2024	04/22/2024
End Closeout Phase (Closeout Report)	01/01/2025	02/20/2025

Date 02/24/2021 13:56:00

Purpose and Need

The purpose of the Project is to improve operational characteristics by separating trucks and other slow-moving vehicles from faster moving passenger vehicles on an additional portion of EB I-10 that includes steep uphill grades (sustained 3.5%). By providing a truck climbing lane, the conflicts between slow- and fast-moving vehicles will be reduced, which will result in improvements to safety and operations.

Need: A large volume of commercial trucks travel through the Project limits. According to the environmental documentation and traffic studies prepared for the Project, truck percentages in this area are in the range of 13-16 percent (over 19,000 trucks per day in both directions), with over 50% of these being 5-axle semi-trailer truck types. Truck accident frequency can be correlated to an increase in the differential speed between trucks and faster moving vehicles; therefore, climbing lanes are advantageous when excessive speed differentials exist.

Interstate 10 is a nationally significant freight corridor and critical for regional freight flows as well as inter-state commerce. It is on the federally designated Primary Freight Network (PFN), and the I-10 EB segment in Yucaipa is a significant bottleneck on this facility, turning a 6-minute trip time from Redlands to the county line into a 24-minute stop-and-go experience for both trucks and cars in the PM peak period.

NHS Improvements <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Roadway Class 1	Reversible Lane Analysis <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Inc. Sustainable Communities Strategy Goals <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Reduce Greenhouse Gas Emissions <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Project Outputs

Category	Outputs	Unit	Total
Operational Improvement	Slow vehicle lanes	Miles	3

Date 02/24/2021 13:56:00

Additional Information

Performance Indicators and Measures: Note that in cases where Cal-B/C 7.2 was used to derive the change between Build and No Build scenarios, only the change is reported as output. In these cases the change has been included as the "Build Total" value so that the correct "Change" is reported.

Project Milestones: Actual anticipated Construction Contract Award date is 10/5/2022. Listed milestone is 6/30/2022 to allow for programming funding in FY21/22.

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	10,572	14,851	-4,279
	TCEP	Daily Truck Trips	# of Trips	11,271	10,452	819
	TCEP	Daily Truck Miles Traveled	Miles	56,355	52,260	4,095
Throughput	TCEP	Change in Truck Volume That Can Be Accommodated	# of Trucks	4,110,000	3,810,000	300,000
	TCEP	Change in Rail Volume That Can Be Accommodated	# of Trailers	0	0	0
			# of Containers	0	0	0
	TCEP	Change in Cargo Volume That Can Be Accommodated	# of Tons	0	0	0
# of Containers			0	0	0	
System Reliability	TCEP	Truck Travel Time Reliability Index	Index	1	2.03	-1.03
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	10,572	14,851	-4,279
Velocity	TCEP	Travel Time or Total Cargo Transport Time	Hours	0.109	0.23	-0.121
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	4	0	4
			PM 10.Tons	4	0	4
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	73,508	0	73,508
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	7	0	7
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	1	0	1
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	-181	0	-181
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	-14	0	-14
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	0	0
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	3	3	0
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.5	0.6	-0.1
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	94	158	-64
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	16.7	29	-12.3
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	434	0	434
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	9.2	0	9.2

District	County	Route	EA	Project ID	PPNO
08	San Bernardino, San Bernardino	10, 10	1F760	0815000050	3009Q

Project Title
 I-10 Eastbound Truck Climbing Lane in Yucaipa

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)	1,979							1,979	San Bernardino County Transportatio
PS&E	3,850							3,850	San Bernardino County Transportatio
R/W SUP (CT)									San Bernardino County Transportatio
CON SUP (CT)									San Bernardino County Transportatio
R/W									San Bernardino County Transportatio
CON		30,264		2,890				33,154	San Bernardino County Transportatio
TOTAL	5,829	30,264		2,890				38,983	

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)	1,979							1,979	
PS&E	3,850							3,850	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		30,264		2,890				33,154	
TOTAL	5,829	30,264		2,890				38,983	

Fund #1: RIP - National Hwy System (Committed) Program Code
20.XX.075.600

Existing Funding (\$1,000s)									Funding Agency
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)									San Bernardino County Transportatio extended to 2/2021 \$2890 PSE EXT. TO 2890 \$2890 PSE voted 01/27/21
PS&E	2,890							2,890	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				2,890				2,890	
TOTAL	2,890			2,890				5,780	

Proposed Funding (\$1,000s)									Notes
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)									
PS&E	2,890							2,890	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				2,890				2,890	
TOTAL	2,890			2,890				5,780	

Fund #2:		Local Funds - Local Measure (Committed)							Program Code	
		Existing Funding (\$1,000s)							20.10.400.140	
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency	
E&P (PA&ED)	1,979							1,979	\$960 for Program Management costs is shown in PS&E phase. Actual PS&E is funded with STIP-RIP.	
PS&E	960							960		
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON		6,190						6,190	CON is \$5.196M	
TOTAL	2,939	6,190						9,129	CM is \$0.994M	
		Proposed Funding (\$1,000s)							Notes	
E&P (PA&ED)	1,979							1,979		
PS&E	960							960		
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON		6,190						6,190		
TOTAL	2,939	6,190						9,129		
Fund #3:		State SB1 TCEP - Trade Corridors Enhancement Account (Committed)								Program Code
		Existing Funding (\$1,000s)							20.XX.723.200	
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency	
E&P (PA&ED)									CON is \$8.084M CM is \$1.546M	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON		14,444						14,444		
TOTAL		14,444						14,444		
		Proposed Funding (\$1,000s)							Notes	
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON		14,444						14,444		
TOTAL		14,444						14,444		

Fund #4:	State SB1 TCEP - Trade Corridors Enhancement Account (Committed)								Program Code
Existing Funding (\$1,000s)									20.XX.723.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									CON is \$12.125M CM is \$2.319M
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		9,630						9,630	
TOTAL		9,630						9,630	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		9,630						9,630	
TOTAL		9,630						9,630	

Complete this page for amendments only

Date 02/24/2021 13:56:00

District	County	Route	EA	Project ID	PPNO
08	San Bernardino, San Bernardino	10, 10	1F760	0815000050	3009Q

SECTION 1 - All Projects

Project Background

No significant changes - updating for TCEP Baseline Agreement

Programming Change Requested

Updates to Milestones

Reason for Proposed Change

Milestones were updated to reflect the final environmental approval date. This change does not impact the program year for construction.

If proposed change will delay one or more components, clearly explain 1) reason for the delay, 2) cost increase related to the delay, and 3) how cost increase will be funded

Delays to environmental approval

Other Significant Information

SECTION 2 - For SB1 Project Only

Project Amendment Request (Please follow the individual SB1 program guidelines for specific criteria)

updated for TCEP Baseline Agreement

Approvals

I hereby certify that the above information is complete and accurate and all approvals have been obtained for the processing of this amendment request.

Name (Print or Type)	Signature	Title	Date

SECTION 3 - All Projects

Attachments

- 1) Concurrence from Implementing Agency and/or Regional Transportation Planning Agency
- 2) Project Location Map

08-SBd-10-PM 36.4/R39.2
08-RIV-10-PM R0.0/R0.2
EA 1F760 – 0815000050 – 3009Q
075.600, 800.100 – HE13
November 2020

Project Report For Project Approval

On Route Interstate 10
Between 16th Street
And County Line Road

I have reviewed the right-of-way information contained in this report and the right-of-way data sheet attached hereto, and find the data to be complete, current and accurate:

REBECCA GUIRADO
Deputy District Director, Right of Way

APPROVAL RECOMMENDED:

AS Ferry Fard

FERRY R. FARD
Project Manager (Acting)

CONCURRED BY:

DAVID BRICKER
Deputy District Director, Environmental Planning

Hcy CATALINO A. PINING III
Deputy District Director, Traffic Operations

M A JAMAL M. ELSALEH
Deputy District Director, Design

PROJECT APPROVED:

Diane Morales

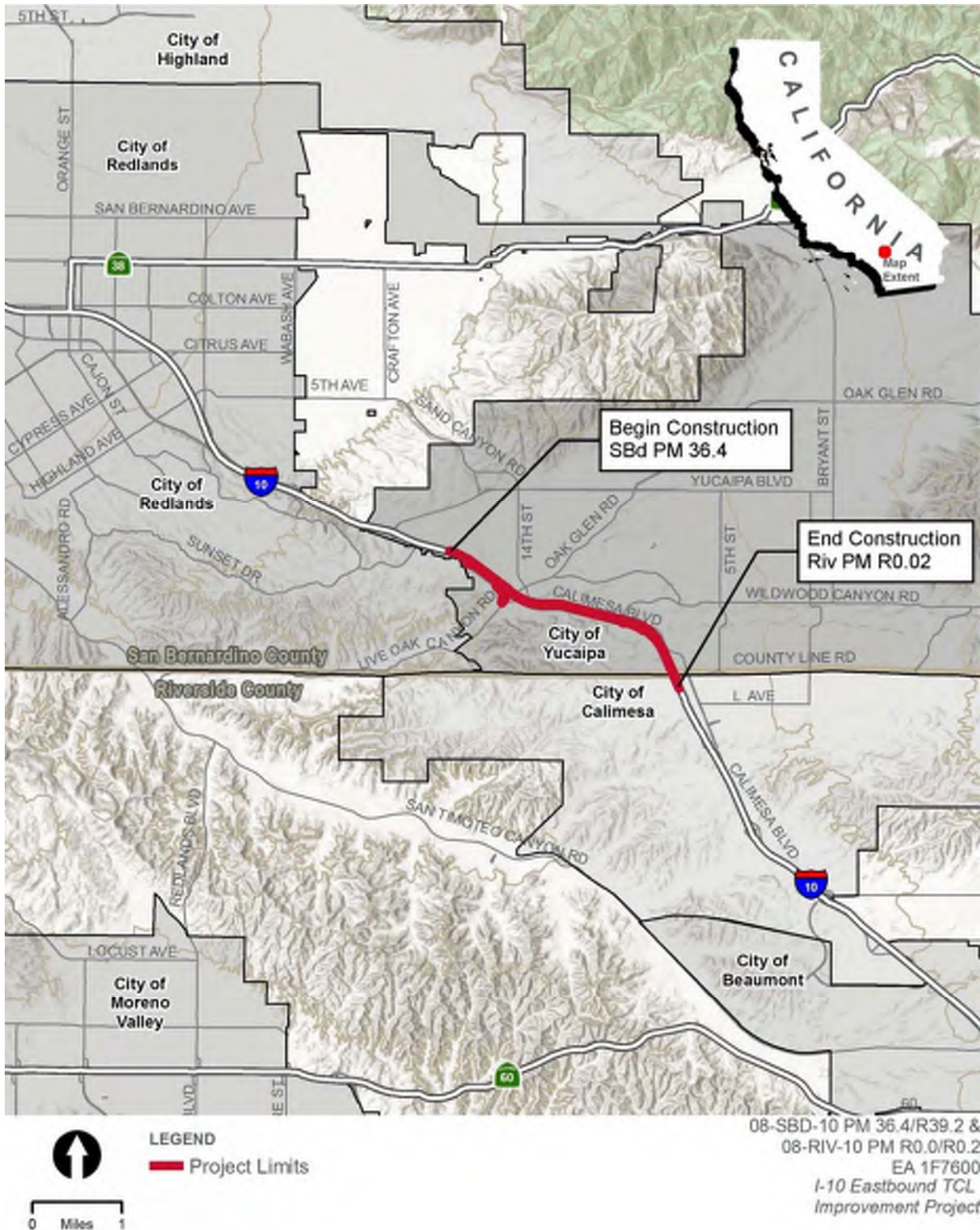
November 12, 2020

for, MICHAEL D. BEAUCHAMP
District Director

Date

Attachment: Item 7415 Attachment B C and D 21-1002565-Truck Climbing (7415 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

Regional Vicinity and Project Location Map



I-10 EB Truck Climbing Lane in the City of Yucaipa, between 16th Street and County Line Road

Attachment: Item 7415 Attachment B C and D 21-1002565-Truck Climbing (7415 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

This Project Report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.

10/28/2020

JULIAN HERNANDEZ, P.E.
Project Engineer
HDR Engineering, Inc.

Date



P.M.
11/2/2020

**Paula
Beauchamp**

Digitally signed by Paula
Beauchamp
Date: 2020.11.03
10:23:51 -08'00'

Submitted By:

PAULA BEAUCHAMP
Director of Project Delivery and Toll Operations
SBCTA

Date

Concurred By:

A.habib

AYSHA HABIB
Branch Chief, Caltrans District 8
Design Oversight

11/03/2020

Date

Attachment: Item 7415 Attachment B C and D 21-1002565-Truck Climbing (7415 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

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Attachment: Item 7415 Attachment B C and D 21-1002565-Truck Climbing (7415 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

Minute Action

AGENDA ITEM: 9

Date: March 11, 2021

Subject:

Measure I Valley Major Street Projects Program Allocation Planning for Fiscal Year 2021/2022

Recommendation:

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

Approve the following amount for consideration in the SBCTA Fiscal Year 2021/2022 Budget: Valley Major Street Arterial Sub-Program for \$24,515,960.60.

Background:

San Bernardino County Transportation Authority (SBCTA) staff is engaged in the Measure I Major Street Projects Program allocation planning process for Fiscal Year (FY) 2021/2022. This process provides information that both SBCTA and its member agencies will use in the preparation of their capital budgets. One of the allocation planning activities is to calculate the fair-share distribution of Valley Major Street Projects Program - Arterial Sub-Program funds among Valley member jurisdictions. Attachment 1 summarizes Measure I Valley Arterial Sub-Program prior years' allocations, the proposed FY 2021/2022 allocations, invoiced reimbursements, and arterial loans as of February 23, 2021.

On June 3, 2020, after a reconciliation of the Valley Major Street Projects Program - Arterial Sub-Program, three jurisdictions had allocations exceeding their equitable share of revenue, and the SBCTA Board of Directors approved a 15-year allocation adjustment strategy to adjust future allocations among jurisdictions and restore jurisdictional equity to the Sub-Program.

Table 1 shows the overall proposed FY 2021/2022 Measure I Valley Arterial Sub-Program allocations by jurisdiction, as well as the cumulative allocation from FY 2009/2010 through FY 2021/2022, and the invoices processed as of February 23, 2021. An expanded table showing how the recommended arterial allocations were derived is provided in Attachment 1. The cumulative allocation already includes the adjustments from the 15-year allocation adjustment strategy. Each jurisdiction will have access to their cumulative total, less what they have already invoiced.

Table 1 - Measure I Arterial Sub-Program FY 2021/2022 Allocation Proposal and Status

Jurisdiction and Share		Allocations and Invoicing			
A	B	C	D	E	F
Jurisdiction	Equitable Share	Proposed FY21/22 Allocation	Proposed Cumulative Allocations FY10/11-21/22	Arterial Invoicing Reimbursements thru FY20/21 (at 2/23/21)	Balance of Allocation Available thru FY21/22
		Est * Equitable Share + Equitable Share Adjustment		Eden Financial system	Col D - Col E
Chino	7.591%	\$ 2,002,719.67	\$16,135,712.88	\$2,708,725.43	\$13,426,987.45
Chino Hills	2.194%	-\$ 11,989.75	\$11,719,072.63	\$8,687,344.18	\$3,031,728.45
Colton	2.534%	\$ 703,744.53	\$4,913,328.06	\$377,632.39	\$4,535,695.67

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

March 11, 2021

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Fontana	19.400%	\$ 3,389,819.53	\$65,231,737.48	\$40,379,010.60	\$24,852,726.88
Grand Terrace	1.389%	\$ 385,754.20	\$2,693,217.32	\$151,461.76	\$2,541,755.56
Highland	6.777%	\$ 1,876,831.32	\$13,211,323.67	\$604,993.61	\$12,606,330.06
Loma Linda	4.074%	\$ 1,131,434.58	\$7,899,328.54	\$2,591,018.56	\$5,308,309.98
Montclair	0.597%	\$ 165,799.32	\$1,157,559.92	\$6,308.40	\$1,151,251.52
Ontario	12.272%	\$ 3,408,189.78	\$23,794,933.68	\$6,440,675.80	\$17,354,257.88
Rancho Cucamonga	5.044%	\$ 1,033,340.94	\$14,832,421.61	\$12,201,187.56	\$2,631,234.05
Redlands	4.854%	\$ 1,348,056.81	\$9,411,718.39	\$2,114,987.00	\$7,296,731.39
Rialto	3.831%	\$ 1,024,573.54	\$7,957,243.02	\$5,310,977.79	\$2,646,265.23
San Bernardino	7.857%	\$ 2,182,052.40	\$15,234,419.33	\$4,947,515.80	\$10,286,903.53
Upland	2.743%	\$ 761,788.18	\$5,318,570.99	\$3,158,456.91	\$2,160,114.08
Yucaipa	5.965%	\$ 1,537,356.95	\$13,168,240.94	\$13,830,675.85	-\$662,434.91
County	12.878%	\$ 3,576,488.59	\$24,969,944.26	\$6,005,479.00	\$18,964,465.26
TOTALS	100.00%	\$24,515,960.60	\$237,648,772.72	\$109,516,450.64	\$128,132,322.08

Table 2 shows the remaining balances to be adjusted after this first adjustment in the 15-Year strategy.

Table 2 – First Year of 15-year Equitable Share Adjustments and Balances

Jurisdiction	FY 20/21 Total Allocation Over/(Under) Revenue Share	FY 21/22 Proposed Allocation Adjustment	Remaining Allocation Over/(Under) Revenue Share
	Balances thru FY20/21 Allocation		
Chino	\$2,045,918.56	\$141,713.10	\$1,904,205.45
Chino Hills	-\$7,054,928.48	-\$549,869.92	-\$6,505,058.56
Colton	\$1,191,201.93	\$82,510.09	\$1,108,691.84
Fontana	-\$20,494,152.40	-\$1,366,276.83	-\$19,127,875.57
Grand Terrace	\$652,951.65	\$45,227.51	\$607,724.14
Highland	\$3,109,518.33	\$215,384.67	\$2,894,133.66
Loma Linda	\$1,915,136.81	\$132,654.34	\$1,782,482.46
Montclair	\$280,642.29	\$19,439.04	\$261,203.25
Ontario	\$5,768,914.80	\$399,591.09	\$5,369,323.71
Rancho Cucamonga	-\$3,048,661.62	-\$203,244.11	-\$2,845,417.51
Redlands	\$2,281,805.12	\$158,052.08	\$2,123,753.04
Rialto	\$1,232,448.55	\$85,367.09	\$1,147,081.47
San Bernardino	\$3,693,478.12	\$255,833.38	\$3,437,644.75
Upland	\$1,289,450.23	\$89,315.38	\$1,200,134.85
Yucaipa	\$1,082,488.25	\$74,979.90	\$1,007,508.35
County	\$6,053,787.87	\$419,323.18	\$5,634,464.69
TOTALS	\$0.00	\$0.00	\$0.00

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It should also be noted that on January 9, 2019, the SBCTA Board of Directors approved an increased allocation to the Express Bus/Bus Rapid Transit Service Program from 2% to 5%, with the corresponding 3% reduction coming from the Major Street Projects Program effective on April 1, 2020. Those percentages are already taken into account in the numbers in tables above and Attachment 1. Additionally, Measure I Policy No. 40006, Valley Major Street, states that beginning in FY 2018/2019, the Major Street Projects Program funding would be split 80% to the Arterial Sub-Program and 20% to the Grade Separation Sub-Program. Those same percentages were continued by Policy into FY 2021/2022.

Financial Impact:

This item has no impact on the 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:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors Metro Valley Study Session
Date: March 11, 2021
Witnessed By:

FY 2021/2022 Proposed Allocations Measure I Major Street Projects Program

ATTACHMENT 1

Estimated FY 21/22 Major Streets Revenue	\$ 26,842,900.00
Excess FY 19/20 Major Streets Revenue ⁽¹⁾	\$ 1,978,261.00
FY 21/22 Major Streets Allocation	\$ 28,821,161.00
Arterial Portion (80%)	\$ 23,056,928.80
Adjustment for FY 19/20 Interest Allocation	\$ 1,874,248.80
Adjustment for final FY 19/20 Indirect Allocation ⁽²⁾	(\$ 437,425.00)
Adjustment for final FY 20/21 Indirect Allocation ⁽²⁾	\$ 22,208.00
FY 21/22 Arterial Allocation Estimate	\$ 24,515,960.60
FY 21/22 Grade Separation Allocation Estimate (20%)	\$ 5,764,232.20

Jurisdiction and Share		Allocations and Invoicing										Additional Information
A	B	C	D	E	F	G	H	I	J	K	L	M
Jurisdiction	Equitable Share	Cumulative Allocations FY10/11-20/21	Unadjusted FY21/22 Allocation	Allocation Adjustment ⁽³⁾	Proposed FY21/22 Allocation	Cumulative Allocations FY10/11-21/22	Project Advancement Agreement Final Reimbursements	Arterial Loan Draws at 6/30/2020	Arterial Invoicing Reimbursements at 6/30/2020 (FY End 19/20) ⁽⁴⁾	Arterial Invoicing Reimbursements FY20/21 (at 2/23/21) ⁽⁴⁾	Balance of Allocation Available thru FY20/21	Arterial Loan Available at 6/30/2020
			Est * Equitable Share			Sum (Col C to Col F)	PAA Database	Eden Financial system	Eden Financial system	Eden Financial system	Col G - Sum (Col H to Col K)	
Chino	7.591%	\$14,132,993.21	\$ 1,861,006.57	\$ 141,713.10	\$ 2,002,719.67	\$16,135,712.88	\$2,409,779.49		\$298,945.94	\$0.00	\$13,426,987.45	
Chino Hills	2.194%	\$11,731,062.38	\$ 537,880.18	-\$ 549,869.92	-\$ 11,989.75	\$11,719,072.63	\$8,687,344.18		\$0.00	\$0.00	\$3,031,728.45	
Colton	2.534%	\$4,209,583.53	\$ 621,234.44	\$ 82,510.09	\$ 703,744.53	\$4,913,328.06			\$374,399.91	\$3,232.48	\$4,535,695.67	
Fontana	19.400%	\$61,841,917.95	\$ 4,756,096.36	-\$ 1,366,276.83	\$ 3,389,819.53	\$65,231,737.48	\$34,928,457.14		\$4,783,904.69	\$666,648.77	\$24,852,726.88	
Grand Terrace	1.389%	\$2,307,463.11	\$ 340,526.69	\$ 45,227.51	\$ 385,754.20	\$2,693,217.32			\$151,461.76	\$0.00	\$2,541,755.56	
Highland	6.777%	\$11,334,492.35	\$ 1,661,446.65	\$ 215,384.67	\$ 1,876,831.32	\$13,211,323.67	\$120,709.61	\$484,284.00	\$0.00	\$0.00	\$12,606,330.06	\$ 9,198,079.00
Loma Linda	4.074%	\$6,767,893.96	\$ 998,780.23	\$ 132,654.34	\$ 1,131,434.58	\$7,899,328.54			\$2,591,018.56	\$0.00	\$5,308,309.98	
Montclair	0.597%	\$991,760.60	\$ 146,360.28	\$ 19,439.04	\$ 165,799.32	\$1,157,559.92			\$6,308.40	\$0.00	\$1,151,251.52	\$ 3,897,667.00
Ontario	12.272%	\$20,386,743.91	\$ 3,008,598.68	\$ 399,591.09	\$ 3,408,189.78	\$23,794,933.68			\$6,048,388.50	\$392,287.30	\$17,354,257.88	\$ 6,383,764.00
Rancho Cucamonga	5.044%	\$13,799,080.66	\$ 1,236,585.05	-\$ 203,244.11	\$ 1,033,340.94	\$14,832,421.61	\$6,771,580.86		\$5,429,606.70	\$0.00	\$2,631,234.05	
Redlands	4.854%	\$8,063,661.58	\$ 1,190,004.73	\$ 158,052.08	\$ 1,348,056.81	\$9,411,718.39		\$2,475.00	\$2,112,512.00	\$0.00	\$7,296,731.39	\$ 672,522.00
Rialto	3.831%	\$6,932,669.48	\$ 939,206.45	\$ 85,367.09	\$ 1,024,573.54	\$7,957,243.02	\$899,731.56		\$4,411,246.23	\$0.00	\$2,646,265.23	
San Bernardino	7.857%	\$13,052,366.93	\$ 1,926,219.02	\$ 255,833.38	\$ 2,182,052.40	\$15,234,419.33			\$2,982,461.42	\$1,965,054.38	\$10,286,903.53	
Upland	2.743%	\$4,556,782.81	\$ 672,472.80	\$ 89,315.38	\$ 761,788.18	\$5,318,570.99			\$3,158,456.91	\$0.00	\$2,160,114.08	\$ 2,029,872.00
Yucaipa	5.965%	\$11,630,883.99	\$ 1,462,377.05	\$ 74,979.90	\$ 1,537,356.95	\$13,168,240.94	\$2,724,856.41		\$4,960,130.03	\$6,145,689.41	-\$662,434.91	
County	12.878%	\$21,393,455.68	\$ 3,157,165.41	\$ 419,323.18	\$ 3,576,488.59	\$24,969,944.26			\$5,983,366.00	\$22,113.00	\$18,964,465.26	
TOTALS	100.00%	\$213,132,812.12	\$24,515,960.60	\$0.00	\$24,515,960.60	\$237,648,772.72	\$56,542,459.25	\$486,759.00	\$43,292,207.05	\$9,195,025.34	\$128,132,322.08	\$22,181,904.00

NOTES:

- (1) Split is Arterial 80% and Grade Separation 20% as of FY18/19
- (2) Difference between FY20/21 Indirect planned of \$277,168 and \$254,960 actuals and correction to FY19/20 Indirect allocation.
- (3) 15 Year adjustments to allocations to bring all Valley jurisdictions to their equitable share (per SBCTA Board June 3, 2020).
- (4) Arterial Invoicing Reimbursements paid out per SBCTA financial system; includes project payments for projects for which SBCTA is lead (i.e., Mt Vernon Viaduct and 4th Street Bridge)

<u>Excess Revenue Calculations</u>	
FY 19/20 actual Major Streets	\$ 27,745,669.00
FY 19/20 planned Major Streets	\$ 25,767,408.00
Excess actual over planned	\$ 1,978,261.00

Attachment: FY21-22 Proposed Arterial Allocations (7198 : Measure I Valley Major Street Program

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE - 2021

VALLEY BOARD MEMBER ATTENDANCE

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Eunice Ulloa City of Chino		X										
Ray Marquez City of Chino Hills		X										
Frank Navarro City of Colton		X										
Aquanetta Warren City of Fontana		X										
Darcy McNaboe City of Grand Terrace		X										
Larry McCallon City of Highland		X										
Rhodes 'Dusty' Rigsby City of Loma Linda												
John Dutrey City of Montclair		X										
Alan Wapner City of Ontario		X										
L. Dennis Michael City of Rancho Cucamonga		X										
Paul Barich City of Redlands												
Deborah Robertson City of Rialto		X										
John Valdivia City of San Bernardino		X										
Carlos Garcia City of Upland												
Bill Velto City of Upland		X*										
David Avila City of Yucaipa		X										

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

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE - 2021

VALLEY BOARD MEMBER ATTENDANCE (Cont.)

Curt Hagman Board of Supervisors		X										
Dawn Rowe Board of Supervisors		X										
Janice Rutherford Board of Supervisors		X										
Joe Baca, Jr. Board of Supervisors		X										

MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

Gerardo Hernandez City of Adelanto												
Art Bishop Town of Apple Valley		X										
Paul Courtney City of Barstow												
Rick Herrick City of Big Bear Lake												
Cameron Gregg City of Hesperia												
Edward Paget City of Needles												
Joel Klink City of Twentynine Palms												
Debra Jones City of Victorville												
Rick Denison Town of Yucca Valley		X										
Paul Cook Board of Supervisors		X										

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

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

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

Acronym List

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



MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019