

AGENDA
Board of Directors Metro Valley Study Session

November 10, 2022

*****Start Time: 9:15 AM*****

Location

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

Board of Directors

Valley Representatives

Study Session Chair

Dawn Rowe, Supervisor
Third District

Study Session Vice-Chair

John Valdivia, Mayor
City of San Bernardino

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Mayor
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Darcy McNaboe, Mayor
City of Grand Terrace

Larry McCallon, Mayor
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

Carlos A. Garcia, Council Member
City of Upland

David Avila, Mayor
City of Yucaipa

Mountain/Desert Representatives

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Art Bishop, Mayor Pro Tem
Town of Apple Valley

Paul Courtney, Mayor
City of Barstow

Rick Herrick, Mayor
City of Big Bear Lake

Rebekah Swanson, Council Member
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, Mayor Pro Tem
Town of Yucca Valley

County Board of Supervisors

Paul Cook, First District

Janice Rutherford, Second District

Curt Hagman, Fourth District

Joe Baca, Jr., Fifth District

Interim Ex-Officio Member – Diane Morales, Caltrans

Ray Wolfe, Executive Director

Julianna Tillquist, General Counsel

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

AGENDA

Board of Directors Metro Valley Study Session

November 10, 2022

9:15 AM

Location

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

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

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

CALL TO ORDER

(Meeting Chaired by Dawn Rowe)

- 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

Pg. 13

Receive and file Change Order Report.

Presenter: Henry Stultz

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

DISCUSSION ITEMS

Discussion - Administrative Matters

3. 2023 Board of Directors Metro Valley Study Session Meeting Schedule

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Approve the 2023 Board of Directors Metro Valley Study Session meeting schedule.

Presenter: Marleana Roman

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

Discussion - Project Delivery

4. Interstate 10 / Mount Vernon Avenue Interchange Improvement Project City of Colton Cooperative Agreement Amendment and Caltrans Construction Cooperative Agreement

Pg. 40

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

A. Approve Second Amended and Restated Cooperative Agreement No. 18-1001904-03 between SBCTA and the City of Colton (City), to add the construction and landscape maintenance phases and increase the City Developer Impact Fee share by \$3,241,868 for a new total of 3,788,011, and increase the Measure I Valley Freeway Interchange Program Public Share by \$60,324,162 for a new total of \$69,759,646.

B. Authorize the Executive Director, or his designee, to execute Cooperative Agreement, Contract No. 18-1001904-03, with the City of Colton, upon approval as to form by SBCTA General Counsel.

C. Approve Cooperative Agreement No. 23-1002893 with the California Department of Transportation (Caltrans), to define roles and responsibilities for the Construction Phase of the Interstate 10 (I-10) Mount Vernon Interchange Improvement Project.

D. Authorize the Executive Director, or his designee, to execute Cooperative Agreement No. 23-1002893 with Caltrans, upon approval as to form by SBCTA General Counsel.

Presenter: Juan Lizarde

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

Public Comment

Brief Comments from the General Public

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
December 15, 2022**

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

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

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Minute Action

AGENDA ITEM: 1

Date: *November 10, 2022*

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

In accordance with California Government Code 84308, members of the 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 | 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 Treesmith Enterprises, Inc. Universal Construction |
| | 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 |

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

| | | | |
|----------------|--|--|--|
| <p>2 Cont.</p> | | | <p>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. 2G3 Quality, Inc. G&F Concrete Cutting 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.</p> |
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Board of Directors Metro Valley Study Session Agenda Item

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|---------|------------|---|--|
| 2 Cont. | | | <p>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</p> |
| | 19-1002181 | <p>Granite Construction Company <i>Kenneth B. Olson, Vice President</i></p> | <p>Alcorn Fence Company Chrisp Company Drill Tech Drilling & Shoring Ferreira Construction Co., Inc. Integrity Rebar Placers Marina Landscape Statewide Traffic & Safety Signs</p> |
| | 21-1002620 | <p>Ortiz Enterprises, Inc. <i>Patrick A. Ortiz, President</i> <i>John D. Schaar, VP/Secretary</i></p> | <p>JFL Electric Inc DC Hubbs Construction Griffith Co EBS General Engineering Inc. Chrisp Co. Advantage Ferreira Matich Corp Camblin Steel</p> |
| | 20-1002290 | <p>SEMA Construction, Inc. <i>Joshua Clyne</i></p> | <p>Alcorn Fence Company Amber Steel Co. Cal Stripe, Inc. Ferreira Construction Co, Inc. Hardy & Harper, Inc. Malcolm Drilling Company, Inc. Marina Landscape, Inc. Statewide Traffic Safety & Signs, Inc.</p> |

Board of Directors Metro Valley Study Session Agenda Item

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| | | | |
|---|---------------|---|------|
| 4 | 18-1001904-03 | City of Colton | None |
| | 23-1002893 | California Department of Transportation | None |

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Henry Stultz, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: November 10, 2022

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: *November 10, 2022*

Subject:

Construction Contract Change Orders to On-Going Construction Contracts

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority has thirteen (13) on-going construction contracts, of which five (5) have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on October 13, 2022. The CCOs are listed below.

A. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the State Route 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project: CCO No. 10, Supplement 1 (\$150,000 increase for California Department of Fish and Wildlife (CDFW) and US Fish and Wildlife Service (USFWS) permit amended additional funds); and CCO No. 73 (\$770,387.70 increase for differing site conditions on sound wall 1050 Potential Claim Record (PCR) 12).

B. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for the Interstate 10 (I-10) Corridor Contract 1 Design Build Contract: CCO No. 32, Supplement 1 (\$16,122 decrease for clearing of the Temporary Construction Easement and pool mitigation work); CCO No. 40, Supplement 1 (\$75,000 decrease of 55-hour closure statement); CCO No. 71 (\$289,880 increase for California Department of Transportation (Caltrans) statewide trash implementation plan); CCO No. 72 (\$1,677,926 increase for Drainage System 20 improvements in the vicinity of I-10 Monte Vista Avenue); and CCO No. 73 (\$61,016 increase for removal of existing planting and repair existing state Right-of-Way (ROW) fence along the I-10 eastbound Mountain Avenue on-ramp).

C. Contract No. 19-1002181 with Granite Construction Company, for Archibald Avenue Improvements Project at State Route 60: CCO No. 50 (\$48,580 increase for irrigation revisions).

D. Contract No. 21-1002620 with Ortiz Enterprises, Incorporated, for I-10 Alabama Street Improvement Project: CCO No. 5 (\$3,512.38 increase for Caltrans change of 12-Inch LED lights).

E. Contract No. 20-1002290 with SEMA Construction, Incorporated, for I-10 University Street Interchange Improvements Project: CCO No. 24 (\$7,500 increase for additional irrigation wiring).

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0887 SR 210 Lane Addition, Sub-Task No. 0823 I-10 Corridor Contract 1, Sub-Task No. 0894 Archibald Avenue Improvements Project at SR-60, Sub-Task No. 0895 I-10 Alabama Street Improvement Project and Sub-Task No. 0899 I-10 University Street Improvement Project.

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

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Reviewed By:

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

Responsible Staff:

Henry Stultz, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: November 10, 2022

Witnessed By:

Board of Directors Metro Valley Study Session
Construction Change Orders Log

| 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 |
| 9 | Early Construction and Completion of Driveway 3 | \$10,500.00 |
| 10 | Removal of Man-Made-Buried-Object | \$8,500.00 |
| 11 | Revised Retaining Wall Details | \$0.00 |
| 12 | Modify Irrigation Removal Plan and Irrigation Details | \$77,416.59 |
| 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 |
| 19 | Install Temporary Overhead Power Poles | \$6,000.00 |
| 20 | Furnish Two Fire Hydrants | \$15,553.94 |
| 21 | Provide Power to Existing Caltrans TMS Sign | \$72,750.69 |
| 22 | Pavement Revisions | \$72,994.62 |
| 22 S-1 | Pavement Revisions | \$60,000.00 |
| 23 | Pavement Revisions | (\$31,247.42) |
| 23 S-1 | Pavement Revisions | \$80,000.00 |
| 24 | Irrigation Valve Repair | \$5,000.00 |
| 25 | Modify Weep Hole Elevation Walls 15 and 16 | \$25,788.84 |
| 26 | Removal of Conflicting Trees | \$6,720.00 |
| 27 | Abandon Conflicting Weigh In Motion System | \$36,028.10 |
| 28 | Modify Existing Drainage Pipe and Structures | \$34,628.10 |
| 29 | Modify Drainage Systems 10 and 11 | (\$14,608.45) |
| 31 | Modify Conflicted Portion of Drainage System 17 | \$35,000.00 |
| 32 | Modify Drainage Systems 4 and 8 | \$30,000.00 |
| 32 S-1 | Additional Funds to Modify Drainage Systems 4 and 8 | \$32,000.00 |
| 33 | Install Video Detection Signal System at Archibald and Oak Hill Intersection | \$57,432.28 |
| 34 | Relocation of the Double Close Detector Assembly at the Kuzina Property | \$18,000.00 |
| 36 | Revise Stage Construction and Replace Pavement Types | \$98,911.97 |
| 37 | Modify Existing Non-Standard Median Bull Nose | \$6,500.00 |
| 38 | Dispute Resolution – Profile Grinding Pavement | \$20,000.00 |
| 38 S-1 | Extra Work on Profile Grinding Pavement | \$19,000.00 |
| 39 | Extend Midwest Guardrail System 25' to Meet Safety Requirement | \$15,000.00 |
| 39 S-1 | Modification to Guardrail System to Meet Safety Requirement | \$30,000.00 |
| 40 | Install Minor Concrete under Bridge Center Median | \$9,566.00 |
| 41 | Furnish and Install Handrail along ADA Curb | \$15,200.00 |
| 42 | Test Low Point to Assure Water Flow for On and Off Ramp | \$2,456.00 |
| 43 | Water and Power Lateral Boring | \$136,660.00 |
| 44 | Remove and Replace Faulty Master Valve and Pressure Regulator | \$5,000.00 |
| 45 | Traffic Control Devices Design Change | \$45,962.45 |
| 46 | Additional Landscape | \$34,971.61 |
| 48 | Modification of Double Check Detector Assembly | \$20,000.00 |

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

Attachment: CCO Log (9031 : Construction Contract Change Orders MVSS2211)

| | | |
|---|----------------------------|------------------------|
| 49 | Relocate ADA Curb Ramp | \$13,400.81 |
| 50 | Irrigation Revision | \$48,580.00 |
| CCO TOTAL | | \$ 1,353,230.31 |
| 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 |
| 8 S-1 | Cold Mill and Overlay Shoulders | \$160,000.00 |
| 8 S-2 | Roadway Repair | \$100,000.00 |
| 9 | Bird Exclusionary Devices | \$50,000.00 |
| 10 | Added Environmental Requirements | \$85,491.00 |
| 10 S-1 | CDFW USFWS Permit Amend Added Funds | \$150,000.00 |
| 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 |
| 15 | Revisions to Santa Ana River Bridge Abutment 7-Right | \$4,035.00 |
| 16 | Removal of Buried Man-Made Objects | \$75,000.00 |
| 16 S-1 | Removal Buried Man-Made Objects Additional Funds | \$30,000.00 |
| 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 |
| 20 | Approach Slab and Abutment Drainage Modifications | \$25,000.00 |
| 21 | Deck Drain Grates | \$7,000.00 |
| 22 | Remove Concrete Slab and Bollards at Gas Station | \$8,000.00 |
| 23 | Added Temporary Fence | \$10,000.00 |
| 24 | Maint Existing Electrical Systems | \$30,000.00 |
| 27 | CIDH Foundation and Pile Quantity Adjustment | \$26,218.00 |
| 28 | Revised Shop Drawings Submittal Requirements | \$0.00 |
| 29 | Oil Price Fluctuation Adjustment | \$250,000.00 |
| 30 | Just in Time (JIT) Training | \$5,000.00 |
| 31 | Extend Irrigation Crossovers | \$127,323.00 |
| 32 | Change in Treated Wood Waste Management | \$122,450.00 |
| 33 | Additional Fiber Optic Pullboxes | \$127,658.33 |
| 34 | Roadway Profile Correction at Victoria Avenue | \$207,906.00 |
| 34 S-1 | Roadway Profile Correction at Victoria Avenue | \$50,000.00 |
| 35 | CIDH Pile Quantity Increase | \$11,266.00 |
| 36 | Deletion of RW 1033 | (\$254,924.32) |
| 36 S-1 | Additional Dowel Rebar for Concrete Barrier | \$5,000.00 |
| 37 | Median Edge Drain Revisions | \$89,634.57 |
| 39 | Add Pile Anchors | \$35,676.22 |
| 40 | Value Engineering Change Proposal – RW 1092 Deletion | (\$228,102.82) |

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

| | | |
|---|---|------------------------|
| 41 | Drainage System Modification | \$23,627.00 |
| 42 | Removal of Thickened Asphalt Concrete | \$40,000.00 |
| 43 | Base Line Driveway Changes | \$15,000.00 |
| 44 | Resolve Dispute – Differing Site Condition at Retaining Wall #1036 | \$435,396.70 |
| 45 | Up Light Spacing Conduit at Base Line | \$15,000.00 |
| 47 | Construct Soffit Openings at Highland Left Bridge Frames 1 and 2 | \$10,000.00 |
| 48 | Sound wall 981 Tree Removal | \$5,995.00 |
| 49 | Regrade Median Gutter | \$10,000.00 |
| 50 | Differing Site Condition-Potential Claims 1, 2 and 3 Resolution | \$27,500.00 |
| 51 | Settlement of Potential Claim No. 6 DSC at Plunge Creek | \$75,884.46 |
| 52 | Grind Existing HMA Pavement in Median to Match Elevation at CRCP Joint | \$122,000.00 |
| 53 | Landscape Irrigation Antenna Removal | \$5,000.00 |
| 54 | Barrier Light Pole Support Modification | \$21,000.00 |
| 55 | Additional Widening N. Side of Baseline Between Buckeye & SR210 | \$69,000.47 |
| 57 | Joint Seal Assembly Quantity Increase | \$19,197.00 |
| 58 | Trial Batch Testing Field Qualification of Jointed Plain Concrete Pavement (JPCP) | \$15,000.00 |
| 59 | Median Crossover Modifications | \$89,044.23 |
| 60 | Hydro-seed Restoration Modifications | (\$8,252.67) |
| 61 | Additional Concrete Test Panel | \$1,541.00 |
| 61 S-1 | Revised Concrete Stamp | \$3,600.00 |
| 62 | NOPC No. 9 Resolution Damaged MBGR | \$50,000.00 |
| 63 | Temporary K-Rail for Crossover | \$280,878.00 |
| 64 | Irrigation, Trench Rock and Debris Removal | \$22,500.00 |
| 65 | Revision to Sound Wall 1050 Block Face | \$48,710.82 |
| 70 | Close Fencing Gaps | \$2,477.00 |
| 73 | Differing Site Condition Sound Wall 1050 PCR 12 | \$770,387.70 |
| 81 | Base Line Brick Color Revision | \$16,033.11 |
| 83 | Eliminate Base Line Interchange Milestone | \$0.00 |
| CCO TOTAL | | \$4,442,647.33 |
| TOTAL CONTINGENCY AND SUPPLEMENTAL | | \$34,927,690.07 |

| Central Avenue Improvements Project at SR 60 – Executed Change Orders | | |
|--|---|---------------|
| Number | Description | Amount |
| 1 | Establish and Maintain construction Field Office | \$150,000.00 |
| 2 | Revise Plans – Shoulder Pavement Section | (\$21,291.00) |
| 4 | Temporary Striping | \$11,000.00 |
| 5 | Maintain Traffic per Supplemental funds Provided | \$40,000.00 |
| 6 | Establish Partnering per Specifications | \$20,000.00 |
| 7 | Remove and Dispose of Illegal Dumping | \$20,000.00 |
| 8 | Establish Dispute Review Board | \$15,000.00 |
| 10 | Additional Move In for State 1 Clear and Grub | \$2,530.00 |
| 11 | Maintain Electrical per Supplemental Funds Provided | \$15,000.00 |
| 12 | Asbestos Abatement | \$41,185.00 |
| 13 | Revise Irrigation Plans | \$0.00 |
| 14 | Storm Water Protection per Supplemental Funds | \$40,000.00 |
| 15 | Traffic Handling Plan Revision | \$20,000.00 |
| 17 | Tree Removal | \$40,000.00 |

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

| | | |
|--|--|-----------------------|
| 19 | Soil Nail Wall Design Change | \$25,000.00 |
| CCO TOTAL | | \$418,424.00 |
| TOTAL CONTINGENCY AND SUPPLEMENTAL | | \$2,912,039.00 |
| 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 |
| 3 S-1 | Weather Damaged Plants Replacement | \$2,428.00 |
| 4 | Mulch Replenishment | \$99,999.99 |
| 5 | Contract Extension and Water Reimbursement | \$17,443.28 |
| CCO TOTAL | | \$129,304.22 |
| TOTAL CONTRACT AMENDMENTS, CONTINGENCY AND SUPPLEMENTAL | | \$130,590.00 |
| 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 |

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| | | |
|---|-------------------------------------|---------------------|
| 12 S-6 | Additional Funds | \$5,739.61 |
| 12 S-7 | Additional Funds | \$6,753.56 |
| 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 |
| 12 S-14 | Irrigation Water Payment | \$719.97 |
| 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 | | \$422,073.52 |
| 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 |
| 4 S-4 | Remove Unsuitable Material | \$2,646.91 |
| 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 |
| 12 | Modify Plants Group/Type | (\$6,968.44) |
| 13 | Delete Work at 16 th | (\$54,250.70) |
| 13 S-1 | Salvage Irrigation Equipment | \$1,676.15 |
| 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 | | \$362,649.23 |
| TOTAL CONTINGENCY AND SUPPLEMENTAL | | \$502,203.56 |

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| 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 |
| 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 S-4 | Executed Utility Agreements | \$0.00 |
| 4 S-5 | Executed Utility Agreements | \$0.00 |
| 4 S-6 | Executed Utility Agreements | \$0.00 |
| 5 | Overhead Sign Location Change | \$0.00 |
| 6 | Modifications to Insurance and Subcontractor Requirements | \$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) |
| 26 | Euclid Eastbound Exit Ramp Ground Anchor Wall Limits | \$155,400.00 |
| 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 |
| 30 S-1 | Utility Revisions near Monte Vista Avenue | \$617,905.00 |
| 31 | Additional Design Revisions for Right-of-Way Changes | \$25,767.00 |
| 32 | Clearing of the TCE and Pool Mitigation Work | \$30,380.00 |
| 32 S-1 | Clearing of the TCE and Pool Mitigation Work | (\$16,122.00) |
| 33 | Rock Curb Extension at Euclid Avenue | \$77,892.00 |
| 34 | 7th Street and 2nd Avenue Sidewalk Improvements | \$79,732.00 |
| Jan 2021 | BOD approves revised funding plan with contingency reduction | (21,400,000) |
| 35 | Revised TCS CCTV Camera System | \$76,517.00 |
| 37 | Partnering Facilitator Payment | \$50,000.00 |
| 38 | Emergency Property Fence Fix | \$1,631.00 |
| 39 | I-10/I-15 North to West Connector – 55-hour Closure | \$0.00 |
| 40 | 55-Hour Closure, Storm And Deck Drains | \$730,000.00 |
| 40 S-1 | 55-Hour Closure Statement | (\$75,000.00) |
| 41 | Recessed Pavement Markers | \$6,384.00 |

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| | | |
|---|--|------------------------|
| 42 | Telecommunication Conduits/ROW Support | \$111,843.48 |
| 43 | Extra Maintenance for CHP Directed Closure | \$12,652.00 |
| 44 | Extra Maintenance for Hazardous Materials Clean Up | \$1,111.00 |
| 45 | Additional Industrial Driveway on Sultana Avenue at Edison Elementary | \$10,000.00 |
| 46 | Additional 55-Hour Closures on Segment 4 | \$0.00 |
| 47 | All Compensation for Design, Construction and all Ancillary Items to Complete Additional Work | \$900,000.00 |
| 48 | DB CN 0130 and CN 1135 Additional SOW for AT&T | \$117,500.00 |
| 49 | Removal of Abandoned Pipes along Monte Vista Avenue | \$85,000.00 |
| 50 | Credit for the Design, Construction and all Ancillary Items to Complete Additional Work | (\$750,000.00) |
| 51 | Change Concrete Barrier Type from 736 to 836 | \$3,600,000.00 |
| 52 | Property Commitment at 1325 Fresno Street – Criner Property | \$41,000.00 |
| 53 | Reflective Traffic Signal Backplates | \$120,000.00 |
| 54 | Relocation of Ramp Meter System RMS at Vineyard WB On-Ramp DL-139 | \$182,000.00 |
| 55 | 9222 Vernon Avenue Maki Private Property Drainage Improvement | \$16,000.00 |
| 56 | Additional Work at WB I-10, East of I-10/Vineyard IC | \$345,000.00 |
| 57 | Removal of Abandoned Pipelines CN 0565 & CN 0566 at Monte Vista/I-10 UC Structure | \$90,000.00 |
| 58 | Holt Blvd. Off-Ramp UC LT Closure Wall Aesthetic Finish | \$35,000.00 |
| 59 | Monte Vista WB On-Ramp Shoulder Pavement DL-121 | \$217,500.00 |
| 60 | Directive – Add “International” to Ontario Airport Signs | \$50,000.00 |
| 61 | Furnish Ramp Meter Cabinets | \$210,000.00 |
| 62 | Additional SHOPP Paving Archibald Ramp Pavement Rehab | \$98,500.00 |
| 63 | Additional Work for MWD Encasement Extension | \$752,000.00 |
| 64 | Additional SHOPP Rehab Work - Slab Repair Near I-10/Etiwanda Ave IC | \$92,500.00 |
| 66 | Additional Work Mountain Ave EB On-Ramp Right-of-Way Fencing | \$10,250.00 |
| 67 | SCE Profile Euclid Ave and Vineyard Ave and Asbestos Removal 6th St Bridge | \$110,655.00 |
| 69 | Turner Channel Drainage System Improvements | \$258,014.00 |
| 70 | Non-Traffic Rated Pull Boxes 6-Inch Below Grade | \$61,775.00 |
| 71 | Caltrans Statewide Trash Implementation Plan | \$289,880.00 |
| 72 | Drainage System 20 Improvements Vicinity of I-10 Monte Vista Ave | \$1,677,926.00 |
| 73 | Remove Existing Planting and Repair Existing State Right-of-Way Fence Along I-10 EB Mountain Avenue On-Ramp | \$61,016.00 |
| CCO TOTAL | | \$12,181,550.48 |
| TOTAL CONTINGENCY AND SUPPLEMENTAL | | \$51,369,000.00 |

| 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 |

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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 |
| 34 | Stage 4 Temporary Striping | \$73,706.00 |
| 35 | Seneca Interchange Revisions | \$108,331.64 |
| CCO TOTAL | | \$2,194,906.95 |
| TOTAL CONTINGENCY AND SUPPLEMENTAL | | \$8,741,611.75 |

Attachment: CCO Log (9031 : Construction Contract Change Orders MVSS2211)

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

| Monte Vista Grade Separation – Executed Change Orders | | |
|---|--|---------------|
| Number | Description | Amount |
| 1 | Establish Dispute Resolution Board | \$15,000.00 |
| 1 S-1 | Revise Special Provision Language | \$0.00 |
| 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 | \$60,000.00 |
| 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 |

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| | | |
|---|---|-----------------------|
| 43 | Landscaping Revisions | \$11,286.00 |
| 44 | Added Headwall and Retaining Curb | \$10,000.00 |
| 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 | | \$869,302.95 |
| 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 |
| 1 S-1 | Install/Maintain Temporary Fence | \$28,670.86 |
| 2 | Partnering | \$100,000.00 |
| 3 | Temporary Crossing | \$700,000.00 |
| 3 S-1 | Additional Funds | \$225,000.00 |
| 3 S-2 | Construct Railroad Temporary Construction Crossing | \$13,889.15 |
| 3 S-3 | Temporary Railroad Crossing | \$27,744.36 |
| 5 | Asbestos Removal | \$100,000.00 |
| 5 S-1 | Additional Funds | \$954,863.00 |
| 5 S-2 | Asbestos Coating Abatement | \$429,723.86 |
| 5 S-3 | Bridge Demolition Engineer – Increase Time | \$67,977.25 |
| 5 S-4 | Asbestos Coating Abatement | \$159,481.26 |
| 7 | Add Fire Hydrants | \$112,200.00 |
| 8 | Test Unforeseen Buried Man-made object | \$1,341.55 |
| 9 | Decommission/Abandon Water and Sewer Lines | \$203,852.65 |
| 10 | Added Utilities Work at Kingman Street | \$377,389.28 |
| 12 | Increase Contractor Overhead – Increase Time | \$208,232.35 |
| 15 | Design for Additional Street Lights on Alley and Cabrera | \$15,400.00 |
| 16 | Design for Bike Lanes E 2 nd | \$14,190.00 |
| 17 | BNSF Fence Removal | \$12,332.14 |
| 20 | North Abutment Embankment Removal | \$141,592.00 |
| 21 | Kingman Widening | \$107,497.50 |
| CCO TOTAL | | \$4,022,877.21 |
| TOTAL CONTINGENCY AND SUPPLEMENTAL | | \$17,230,000.00 |

Attachment: CCO Log (9031 : Construction Contract Change Orders MVSS2211)

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

| I-10 University Street Improvement Project – Executed Change Orders | | |
|--|--|-----------------------|
| Number | Description | Amount |
| 1 | Time Extension (Delay Start) | \$0.00 |
| 2 | Maintain Traffic | \$10,000.00 |
| 2 S-1 | Maintain Roadway and Traffic | \$15,000.00 |
| 3 | Time Extension | \$20,000.00 |
| 4 | Tree Removals | \$17,096.27 |
| 5 | Dispute Resolution Advisor DRA | \$10,000.00 |
| 6 | Replace Pavement Structural Section | \$393,852.01 |
| 6 S-1 | Replace Pavement Structural Section | \$20,000.00 |
| 6 S-2 | Replace Pavement Structural Section | \$11,500.00 |
| 7 | WB On-Ramp Modification | \$229,391.13 |
| 8 | Modify Signal Controller | (\$11,348.73) |
| 9 | Relocate Signal Push Button Pole | \$13,372.65 |
| 10 | Install of Signal Conduit to Avoid Conflict | \$15,129.64 |
| 11 | Differing Site Condition | \$28,061.09 |
| 12 | Disposal of Fiber Optic Vault | \$4,940.41 |
| 13 | Revised Elevations for Curb and Gutter | \$2,862.64 |
| 15 | Payment Adjustment per Price Index due to Crude Oil Prices | \$38,500.00 |
| 16 | Water Meter Revisions | \$61,564.00 |
| 17 | Install Joint Sealant | \$9,433.79 |
| 18 | Add Master Remote Control Valve | \$2,500.00 |
| 19 | Sewer Line Repair | \$6,000.00 |
| 21 | Additional Earthwork | \$7,500.00 |
| 22 | Additional Push Button Pole Installation | \$7,500.00 |
| 23 | Repair Electrical Line | \$8,000.00 |
| 24 | Additional Irrigation Wiring | \$7,500.00 |
| CCO TOTAL | | \$928,354.90 |
| TOTAL CONTINGENCY AND SUPPLEMENTAL | | \$1,500,590.00 |

| I-10 Alabama Street Improvement Project – Executed Change Orders | | |
|---|--|-----------------------|
| Number | Description | Amount |
| 1 | SWPPP Maintenance | \$20,000.00 |
| 2 | Traffic Control Devices | \$30,000.00 |
| 3 | Electrical Works Utility Modifications | \$25,000.00 |
| 4 | Stage 1A Value Engineering Change Proposal (VECP) Credit | (\$20,362.87) |
| 5 | Caltrans Change of 12 Inch LED Lights | \$3,512.38 |
| CCO TOTAL | | \$58,149.51 |
| TOTAL CONTINGENCY AND SUPPLEMENTAL | | \$1,338,886.33 |

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

Minute Action

AGENDA ITEM: 3

Date: *November 10, 2022*

Subject:

2023 Board of Directors Metro Valley Study Session Meeting Schedule

Recommendation:

Approve the 2023 Board of Directors Metro Valley Study Session meeting schedule.

Background:

The San Bernardino County Transportation Authority (SBCTA) Board of Directors Metro Valley Study Session (MVSS) regular meeting schedule is on the Thursday of the week following the SBCTA Board meeting, which is usually the second Thursday of the month. The Thursday meeting follows the Transit Committee meeting in the 1st Floor Lobby Board Room at the Santa Fe Depot. The start time of the meeting is dependent on the length of the Transit Committee meeting, with the typical start time being between 9:30 and 10:00 AM. Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled.

A quorum of the Board at the Study Session is the same as the quorum of the SBCTA Board of Directors. If less than a quorum of the Board is in attendance, the Board members in attendance may consider, discuss, and make recommendations to the Board regarding items on the Study Session agenda for Board action at its regular meetings.

Meeting dates and times may be modified upon request of the Study Session Chair due to an anticipated low attendance at a meeting. SBCTA staff, however, has been directed to make every effort to minimize deviation from the regular schedule to insure the continuity of meeting and participation.

A proposed 2023 meeting schedule is identified below for approval. Board members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SBCTA’s standard procedure for meeting preparation. The proposed 2023 meeting schedule does conform to the Thursday of the week following the SBCTA Board meeting.

The proposed 2023 meeting dates are as follows:

Metro Valley Study Session

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

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

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

Board of Directors Metro Valley Study Session Agenda Item

November 10, 2022

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Financial Impact:

Approval of the regular meeting schedule has no impact upon the SBCTA budget. Activities to support the Metro Valley Study Session meetings are in the approved SBCTA budget under Task No. 0815 Measure I Program Management and Project Delivery.

Reviewed By:

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

Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
Board of Directors Metro Valley Study Session
Date: November 10, 2022

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

SBCTA / SBCOG 2023 Master Calendar

| ~ January 2023 ~ | | | | | | |
|-----------------------------|--|-----|--|--|---|-------------------------|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| 1 New Year's Day Holiday | 2 New Year's Day Holiday (Observed) | 3 | 4 Board | 5 City/County Manager's TAC SCAG Regional Council | 6 | 7 Orthodox Christmas |
| 8 | 9 | 10 | 11 General Policy Committee Legislative Policy Committee | 12 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee | 13 | 14 Orthodox New Year |
| 15 | 16 Martin Luther King Day Holiday | 17 | 18 LAFCO Hearing League of CA Cities New Mayors & Council Members Academy (NorCal) | 19 League of CA Cities New Mayors & Council Members Academy (NorCal) | 20 Mt/Desert Policy Committee League of CA Cities New Mayors & Council Members Academy (NorCal) | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 31 | 31 | | | | |

Attachment: 2023 Master Meeting Calendar (8463 : 2023 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

~ February 2023 ~

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|--|--|--|---|--|--|--|
| | | | 1 Board League of CA Cities New Mayors & Council Members Academy (SoCal) | 2 City/County Manager's TAC SCAG Regional Council League of CA Cities New Mayors & Council Members Academy (SoCal) | 3 League of CA Cities New Mayors & Council Members Academy (SoCal) | 4 |
| 5 | 6 | 7 | 8 General Policy Committee Legislative Policy Committee | 9 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee | 10 | 11 NACo Legislative Conference |
| 12 NACo Legislative Conference | 13 NACo Legislative Conference | 14 NACo Legislative Conference | 15 LAFCO Hearing | 16 | 17 Mt/Desert Policy Committee | 18 |
| 19 | 20 Presidents' Day Holiday | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | | | | |

Attachment: 2023 Master Meeting Calendar (8463 : 2023 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

| ~ March 2023 ~ | | | | | | |
|------------------------------------|---------------|---------------|---------------------|---|-----------------------------------|---|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | | 1 Board | 2 City/County Manager's TAC SCAG Regional Council | 3 | 4 |
| | | | 5 | 6 | 7 | 8 General Policy Committee Legislative Policy Committee |
| 12 Daylight Savings Time Begins | 13 | 14 | 15 LAFCO Hearing | 16 | 17 Mt/Desert Policy Committee | 18 |
| 19 | 20 | 21 | 22 Ramadan | 23 Ramadan | 24 Ramadan | 25 Ramadan |
| 26 Ramadan | 27 Ramadan | 28 Ramadan | 29 Ramadan | 30 Ramadan | 31 Cesar Chavez Day Ramadan | |

Attachment: 2023 Master Meeting Calendar (8463 : 2023 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

| ~ April 2023 ~ | | | | | | |
|------------------------------------|---------------------------|---------------------------|---|--|---|--------------------------|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | | | | | 1 Ramadan |
| 2 Ramadan | 3 Ramadan | 4 Ramadan | 5 Board Passover Ramadan | 6 City/County Manager's TAC SCAG Regional Council Passover Ramadan | 7 Good Friday Passover Ramadan | 8 Passover Ramadan |
| 9 Easter Passover Ramadan | 10 Passover Ramadan | 11 Passover Ramadan | 12 General Policy Committee Legislative Policy Committee Passover Ramadan | 13 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Passover | 14 | 15 |
| 16 | 17 | 18 Laylat al-Qadr | 19 LAFCO Hearing | 20 | 21 Mt/Desert Policy Committee | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

Attachment: 2023 Master Meeting Calendar (8463 : 2023 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

~ May 2023 ~

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|----------------------------|-----|--|---|--|---------------|
| | 1 | 2 | 3 Board | 4 *City/County Manager's TAC (CANCELLED) SCAG Regional Council SCAG General Assembly (Tentative) | 5 SCAG General Assembly (Tentative) | 6 |
| 7 | 8 | 9 | 10 General Policy Committee Legislative Policy Committee | 11 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee | 12 | 13 |
| 14 | 15 | 16 | 17 City/County Conference LAFCO Hearing | 18 City/County Conference | 19 **Mt/Desert Policy Committee City/County Conference | 20 |
| 21 | 22 | 23 | 24 | 25 Shavuot | 26 Shavuot | 27 Shavuot |
| 28 | 29 Memorial Day Holiday | 30 | 31 | NOTES: *City/County Manager's TAC cancelled due to conflict with SCAG General Assembly **Mountain/Desert Policy Committee will be cancelled or held in Lake Arrowhead if needed | | |

Attachment: 2023 Master Meeting Calendar (8463 : 2023 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

| ~ June 2023 ~ | | | | | | |
|---|------------------------------|-----|--|---|----------------------------------|------------------------------|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| NOTES: *This date falls on the 3 rd Thursday of the month | | | | 1 City/County Manager's TAC SCAG Regional Council | 2 US Conference of Mayors | 3 US Conference of Mayors |
| 4 US Conference of Mayors | 5 US Conference of Mayors | 6 | 7 Board | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 General Policy Committee Legislative Policy Committee | 15 *Transit Committee *Metro Valley Study Session *I-10/I-15 Joint Sub-Committee | 16 Mt/Desert Policy Committee | 17 |
| 18 | 19 Juneteenth Holiday | 20 | 21 LAFCO Hearing | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 Eid al-Adha | 29 Eid al-Adha | 30 | |

Attachment: 2023 Master Meeting Calendar (8463 : 2023 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

| ~ July 2023 ~ | | | | | | |
|---|-------------------------------|----------------------------------|--|--|--|-------------------------------|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| NOTES: *No policy committee meetings | | | | | | 1 |
| 2 | 3 | 4 Independence Day Holiday | 5 Board | 6 *City/County Manager's TAC (DARK) SCAG Regional Council | 7 | 8 |
| 9 | 10 | 11 | 12 *General Policy Committee (DARK) *Legislative Policy Committee (DARK) | 13 *Transit Committee (DARK) *Metro Valley Study Session (DARK) *I-10/I-15 Joint Sub-Committee (DARK) | 14 | 15 |
| 16 | 17 | 18 | 19 LAFCO Hearing Muharram | 20 | 21 *Mt/Desert Policy Committee (DARK) NACo Annual Meeting | 22 NACo Annual Meeting |
| 23 NACo Annual Meeting | 24 NACo Annual Meeting | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

Attachment: 2023 Master Meeting Calendar (8463 : 2023 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

| ~ August 2023 ~ | | | | | | |
|-----------------|-----|-----|---|--|----------------------------------|-----|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | 1 | 2 *Board (DARK) | 3 City/County Manager's TAC SCAG Regional Council (dark) | 4 | 5 |
| 6 | 7 | 8 | 9 General Policy Committee Legislative Policy Committee | 10 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee | 11 | 12 |
| 13 | 14 | 15 | 16 LAFCO Hearing | 17 | 18 Mt/Desert Policy Committee | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | NOTES: *No Board Meeting | |

Attachment: 2023 Master Meeting Calendar (8463 : 2023 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

| ~ September 2023 ~ | | | | | | |
|--|------------------------|-----|--|--|---|---------------------|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| Notes: *City/County Manager TAC conflicts with Janmashtami holiday **Mountain/Desert Policy Committee moved to 2 nd Friday due to conflict with Rosh Hashanah | | | | | 1 | 2 |
| 3 | 4 Labor Day Holiday | 5 | 6 Board | 7 *City/County Manager's TAC SCAG Regional Council Janmashtami | 8 **Mt/Desert Policy Committee | 9 |
| 10 | 11 | 12 | 13 General Policy Committee Legislative Policy Committee | 14 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee | 15 Rosh Hashanah | 16 Rosh Hashanah |
| 17 Rosh Hashanah | 18 | 19 | 20 LAFCO Hearing League of CA Cities Annual Conference | 21 League of CA Cities Annual Conference | 22 League of CA Cities Annual Conference | 23 |
| 24 Yom Kippur | 25 Yom Kippur | 26 | 27 | 28 Prophet Muhammad's Birthday | 29 Mobility 21 Summit | 30 |

Attachment: 2023 Master Meeting Calendar (8463 : 2023 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

| ~ October 2023 ~ | | | | | | |
|--------------------------|-------------------------------------|-----------------|--|--|----------------------------------|---------------------------------------|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| 1 | 2 | 3 | 4 Board | 5 City/County Manager's TAC SCAG Regional Council | 6 Shemini Atzeret | 7 Shemini Atzeret Simchat Torah |
| 8 Simchat Torah | 9 Columbus Day Holiday Sukkot | 10 Sukkot | 11 General Policy Committee Legislative Policy Committee Sukkot | 12 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Sukkot | 13 Sukkot | 14 Sukkot |
| 15 Navratri Sukkot | 16 Sukkot | 17 | 18 LAFCO Hearing | 19 | 20 Mt/Desert Policy Committee | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 Halloween | | | | |

Attachment: 2023 Master Meeting Calendar (8463 : 2023 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

| ~ November 2023 ~ | | | | | | |
|---------------------|----------------------------------|----------------------------------|---|--|--|--|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | | 1 Board | 2 City/County Manager's TAC SCAG Regional Council | 3 | 4 |
| | | | 5 Daylight Savings Time Ends | 6 | 7 | 8 General Policy Committee Legislative Policy Committee |
| 12 Diwali | 13 CSAC Annual Meeting | 14 CSAC Annual Meeting | 15 LAFCO Hearing CSAC Annual Meeting | 16 CSAC Annual Meeting | 17 Mt/Desert Policy Committee CSAC Annual Meeting | 18 |
| 19 | 20 | 21 | 22 | 23 Thanksgiving Day Holiday | 24 Thanksgiving Day After | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

Attachment: 2023 Master Meeting Calendar (8463 : 2023 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

| ~ December 2023 ~ | | | | | | |
|--|-----------------------------|----------------|--|--|--|---------------|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 Board | 7 City/County Manager's TAC SCAG Regional Council Hanukkah | 8 Hanukkah | 9 Hanukkah |
| 10 Hanukkah | 11 Hanukkah | 12 Hanukkah | 13 General Policy Committee Legislative Policy Committee Hanukkah | 14 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Hanukkah | 15 Mt/Desert Policy Committee Hanukkah | 16 |
| 17 | 18 | 19 | 20 LAFCO Hearing | 21 | 22 | 23 |
| 24 Christmas Eve Holiday | 25 Christmas Day Holiday | 26 Kwanzaa | 27 Kwanzaa | 28 Kwanzaa | 29 Kwanzaa | 30 Kwanzaa |
| 31 New Years Eve Holiday Kwanzaa | | | | | | |

Attachment: 2023 Master Meeting Calendar (8463 : 2023 MVSS Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Minute Action

AGENDA ITEM: 4

Date: *November 10, 2022*

Subject:

Interstate 10 / Mount Vernon Avenue Interchange Improvement Project City of Colton
Cooperative Agreement Amendment and Caltrans Construction Cooperative 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 (SBCTA), at a regularly scheduled Board meeting:

- A. Approve Second Amended and Restated Cooperative Agreement No. 18-1001904-03 between SBCTA and the City of Colton (City), to add the construction and landscape maintenance phases and increase the City Developer Impact Fee share by \$3,241,868 for a new total of 3,788,011, and increase the Measure I Valley Freeway Interchange Program Public Share by \$60,324,162 for a new total of \$69,759,646.
- B. Authorize the Executive Director, or his designee, to execute Cooperative Agreement, Contract No. 18-1001904-03, with the City of Colton, upon approval as to form by SBCTA General Counsel.
- C. Approve Cooperative Agreement No. 23-1002893 with the California Department of Transportation (Caltrans), to define roles and responsibilities for the Construction Phase of the Interstate 10 (I-10) Mount Vernon Interchange Improvement Project.
- D. Authorize the Executive Director, or his designee, to execute Cooperative Agreement No. 23-1002893 with Caltrans, upon approval as to form by SBCTA General Counsel.

Background:

The Interstate 10 (I-10) Mount Vernon Avenue Interchange Improvement Project (Project) holds position number 8 on the Measure I Valley Freeway Interchange Program priority list. As directed by the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board), project development has commenced on the interchange projects in the top 10 list.

In February 2016, the SBCTA Board of Directors (Board) approved Cooperative Agreement No. 15-1001228 with the City of Colton (City) which details roles and responsibilities for completing a Project Study Report/Project Development Support (PSR/PDS). SBCTA and the City worked together to finalize the Project Initiation phase by completing the Project PSR/PDS document, which was approved in December 2018.

In July 2018, concurrent with the PSR/PDS effort, the Board approved Cooperative Agreement No. 18-1001904 with the City, identifying roles, responsibilities, and funding for the Project Approval/Environmental Document (PA/ED), Plans, Specification, & Estimates (PS&E), and right-of-way (ROW) phases of the Project. The agreements identified SBCTA as the lead for all the phases of the Project, and the City as a Project partner.

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

November 10, 2022

Page 2

In March 2019, the SBCTA Board approved the Amended and Restated Cooperative Agreement No. 18-1001904-01, with the City to combine the roles and responsibilities of Agreement No. 15-1001228 with Agreement No. 18-1001904. This agreement delineates roles, responsibilities, and funding commitments relative to Project Management, Project Initiation Document (PID), PA/ED, PS&E and ROW activities of the Project.

In April 2022, the SBCTA Board approved Cooperative Agreement 18-1001904-02 to process an adjustment with the City of Colton for the I-10 Pepper Avenue Project.

On July 2018, SBCTA Board approved the design contract for this project. The Project is currently at 60% design and scheduled to be Ready-to-List summer of 2023.

The purpose of this agenda item is to add the construction phase to the Caltrans Cooperative Agreement and construction and landscape maintenance phases to the City of Colton Cooperative Agreement.

Recommendation A & B.

Request approval of Contract No. 18-1001904-03 with the City of Colton to add the construction and landscape maintenance phases, increase the City Development Impact Fee (DIF) share by \$3,241,868 for a new total of \$3,788,011, and increase the Measure I Valley Freeway Interchange Program Public Share by \$60,324,162 for a new total of \$69,759,646. This exceeds the Measure I for this Project in the 10-Year Delivery Plan by \$1.8 million; however, this increase was included in the analysis of financing scenarios approved by the Board in October 2022 and will not impact the ability to deliver other interchange projects included in the 10-Year Delivery Plan. The City of Colton will present this amendment at their City Council meeting on December 6, 2022. In addition, this is to request authorization for the Executive Director to execute the cooperative agreement with the City of Colton upon approval as to form by SBCTA General Counsel.

Recommendation C & D.

Request approval of Contract No. 23-1002893 with Caltrans to define roles and responsibilities for the Construction phase of the I-10 Mount Vernon Interchange Improvement Project. In addition, this is to request authorization for the Executive Director to execute the cooperative agreement with Caltrans upon approval as to form by SBCTA General Counsel.

Staff recommends approval of these agreements.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0898 I-10 Mt. Vernon Avenue Interchange.

Reviewed By:

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

Responsible Staff:

Juan Lizarde, Project Manager

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Approved
Board of Directors Metro Valley Study Session
Date: November 10, 2022
Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 18-1001904 Amendment No.: 3
 Contract Class: Receivable Department: Project Delivery
 Customer ID: COLT CI Customer Name: City of Colton
 Description: I-10 MT VERNON AVENUE PID, PA/ED, PS&E AND R/W COOPERATIVE AGREEMENT
 List Any Accounts Payable Related Contract Nos.: 15-1001228 (PSR-PDS), 18-1001983 (MOU),

| Dollar Amount | | | | | |
|--|-----------|---------------------|--------------------------------|-----------|--------------------|
| Original Contract | \$ | 467,906.00 | Original Contingency | \$ | - |
| Prior Amendments | \$ | 78,237.00 | Prior Amendments | \$ | - |
| Current Amendment | \$ | 3,241,868.00 | Current Amendment | \$ | - |
| Total/Revised Contract Value | \$ | 3,788,011.00 | Total Contingency Value | \$ | - |
| Total Dollar Authority (Contract Value and Contingency) | | | | \$ | 3,788,011.0 |

Contract Authorization

Board of Directors Date: 12/7/2022 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Local _____ Funding Agreement _____ N/A _____

Accounts Receivable

Total Contract Funding: \$ 3,788,011.00 Funding Agreement No: 18-1001904
 Beginning POP Date: 3/6/2019 Ending POP Date: 6/1/2026 Final Billing Date: 6/30/2026
 Expiration Date: 12/31/2026 Z Contract: 18-1001980 PM Description: I-10 Mt Vernon PAED-CON City of Colton

| Fund | Prog | Task | Sub-Task | Revenue | Total Contract Funding: |
|----------|------|------|----------|----------|-------------------------|
| GL: 6010 | 40 | 0830 | 0898 | 42407009 | 3,788,011.00 |
| GL: | | | | | - |
| GL: | | | | | - |
| GL: | | | | | - |
| GL: | | | | | - |

| Fund | Prog | Task | Sub-Task | Revenue | Total Contract Funding: |
|------|------|------|----------|---------|-------------------------|
| GL: | | | | | - |
| GL: | | | | | - |
| GL: | | | | | - |
| GL: | | | | | - |
| GL: | | | | | - |

Juan Lizarde
Project Manager (Print Name)

Henry Stultz
Task Manager (Print Name)

Additional Notes:

Attachment: 18-1001904-3_CSS [Revision 2] (8183 : I-10/Mt. Vernon Coop's for CON Phase)

**SECOND AMENDED AND RESTATED
COOPERATIVE AGREEMENT NO. 18-1001904-03**

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF COLTON

FOR

**PROJECT INITIATION DOCUMENT (PID), PROJECT APPROVAL AND
ENVIRONMENTAL DOCUMENT (PA/ED),
PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT OF WAY (ROW),
CONSTRUCTION AND LANDSCAPE MAINTENANCE PHASES
FOR THE MOUNT VERNON AVENUE AT INTERSTATE 10 (I-10) INTERCHANGE
IN THE CITY OF COLTON**

I. PARTIES AND TERM

- A. THIS SECOND AMENDED AND RESTATED COOPERATIVE AGREEMENT (“AGREEMENT”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “SBCTA” or “AUTHORITY”) and the City of Colton (“CITY”), (SBCTA and CITY may be referred to herein individually as a “PARTY” and collectively as “PARTIES”).
- B. Unless this AGREEMENT is terminated early as provided in Section V, Paragraph F, this AGREEMENT shall terminate upon completion of the PARTIES’ obligations associated with the project initiation document (“PID”), project approval and environmental document (“PA/ED”), plans, specifications and estimate (“PS&E”), right of way (“ROW”), Construction and Landscape Maintenance phases described herein or December 31, 2026, whichever is earlier in time. The indemnification provisions identified in Section V, Paragraphs D through E shall survive the termination of this AGREEMENT. Should any claims arising out of this AGREEMENT be asserted against one of the PARTIES prior to the termination of this AGREEMENT, the AGREEMENT shall be extended until such time as the claims are settled, dismissed or paid.

II. RECITALS

- A. WHEREAS, CITY intends to improve the Mount Vernon Avenue at Interstate 10 Interchange within the limits of the City of Colton; and
- B. WHEREAS, planned improvements include improving local traffic operations by adding left turn lanes at the intersection of east Valley Boulevard and Mount Vernon Avenue, as further described in Attachment A-2 and depicted in Attachment B-1, attached hereto and made part of this AGREEMENT, and is defined as the “PROJECT”; and

- C. WHEREAS, the PARTIES acknowledge that further study will determine the final configuration and design of the interchange improvements; and
- D. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and the most recent 10-Year Delivery Plan and Nexus Study approved by the SBCTA Board of Directors; and
- E. WHEREAS, the PARTIES consider the PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and
- F. WHEREAS, on March 9, 2016, the PARTIES entered into Cooperative Agreement No. 15-1001228 (Agreement No. 15-1001228) which provided for SBCTA to be lead agency to study and document the PROJECT as part of the Project Study Report/Project Development Support (PSR/PDS) document; and
- G. WHEREAS, on August 8, 2018, the PARTIES entered into Cooperative Agreement No. 18-1001904 (Agreement No. 18-1001904) which provided for SBCTA to be lead agency on Project Management, PA/ED, PS&E, and ROW-phases for the PROJECT; and
- H. WHEREAS, on December 31, 2018, the term of Agreement No. 15-1001228 expired; and
- I. WHEREAS, on March 21, 2019, the PARTIES amended this AGREEMENT to combine the roles and responsibilities of Agreement No. 15-1001228 with Agreement No. 18-1001902 and to enter into this AGREEMENT (Agreement No. 18-1001904-01) to delineate roles, responsibilities, and funding commitments relative to Project Management, PID, PA/ED, PS&E, and ROW activities of the PROJECT; and
- J. WHEREAS, the SBCTA Board of Directors considered the 94.9% Public Share for the PROJECT and directed staff on May 6, 2015, to assume project management responsibilities for all phases of this PROJECT. Project management costs will be included as part of the PROJECT cost and will be distributed per the public and private share percentages established by the Nexus Study per SBCTA Policy 40005/VFI-32 and VFI-33; and
- K. WHEREAS, on April 19, 2022, the PARTIES amended this AGREEMENT (Agreement No. 18-1001904-02) to reconcile the underpayment and overpayment of Developer Share and Public Share funds, respectively, in the amount of \$37,080 identified in the November 2021 Final Project Expenditure Summary (FPES) for the I-10/Pepper Avenue Interchange Project.
- L. WHEREAS, by this AGREEMENT the PARTIES desire to amend and restate their understanding and agreements referenced above regarding the PROJECT and to delineate roles, responsibilities, and funding commitments relative to the Construction and Landscape Maintenance phases of the-PROJECT; and
- M. WHEREAS, the remaining PROJECT cost for the PID, PA/ED, PS&E, ROW, Construction and Landscape Maintenance phases, including SBCTA project management costs, shall be funded with 5.1% Development Share funds and 94.9% Public Share funds, as defined by the

Nexus Study and the SANBAG Measure I 2010-2040 Strategic Plan and Policy 40005/VFI-33.

N. WHEREAS, the PARTIES desire to further amend this AGREEMENT to extend the expiration date by one year to December 31, 2026.

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the PARTIES agree to the following:

III. **SBCTA RESPONSIBILITIES**

SBCTA agrees:

- A. To be lead agency on Project Management, PID, PA/ED, PS&E, ROW, Construction and Landscape Maintenance and to diligently undertake and complete, the PID, PA/ED, PS&E, ROW, Construction and Landscape Maintenance work for the PROJECT, including the selection and retention of consultants. Performance of these services under the consultant contracts shall be subject to the technical direction of the SBCTA's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the cost of the PID, PA/ED, PS&E, ROW, Construction and Landscape Maintenance phases of the PROJECT as shown in Attachment A-2. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A-2, and should SBCTA's total share of the PID, PA/ED, PS&E, ROW, Construction and Landscape Maintenance phases exceed the estimates as shown in Attachment A-2, SBCTA agrees to amend the AGREEMENT in good faith.
- C. To prepare and submit to CITY signed invoices for reimbursement of allowable PROJECT expenditures. Invoices may be submitted to CITY as frequently as monthly.
- D. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles ("GAAP") to support SBCTA's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of Project Management, PID, PA/ED, PS&E, ROW, Construction and Landscape Maintenance work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by SBCTA.
- E. To prepare a final accounting of expenditures, including a final invoice for the actual Project Management, PID, PA/ED, PS&E, ROW, Construction and Landscape Maintenance costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of this AGREEMENT and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this AGREEMENT and for those PROJECT-specific Project Management, PID, PA/ED, PS&E, ROW, Construction and Landscape Maintenance work activities.
- F. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of Project Management, PID, PA/ED, PS&E, ROW, Construction and Landscape

Maintenance work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this AGREEMENT.

- G. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of SBCTA receiving notice of audit findings, which time shall include an opportunity for SBCTA to respond to and/or resolve the finding. Should the finding not be otherwise resolved and SBCTA fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both PARTIES hereto, the CITY's Council reserves the right to withhold future payments due SBCTA from any source under CITY's control.
- H. SBCTA's Director of Project Delivery is authorized to act on behalf of SBCTA under this Section of the AGREEMENT.
- I. To designate a responsible staff member that will be SBCTA's representative in attending the Project Development Team ("PDT") meetings, receiving day-to-day communication, and providing Project Management services.
- J. To complete review and provide comments on PROJECT documents in a timely manner that is consistent with the schedule.
- K. To include CITY in PDT meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- L. To provide CITY, with a reasonable amount of review time, an opportunity to review and comment on PID, PA/ED, PS&E, ROW, Construction and Landscape Maintenance documents.
- M. To provide all necessary ROW services to acquire rights-of-way for PROJECT through negotiated purchases of property, or if necessary, through Eminent Domain. If necessary, SBCTA will conduct Resolutions of Necessity hearings and acquire property in the name of SBCTA for the purposes of construction of the PROJECT and convey such property, or portions thereof, to CITY. The interest conveyed to CITY shall be a permanent easement or other required instrument for public street and/or utility purposes.
- N. To identify the utilities within the PROJECT area and coordinate with utility companies to determine their location, and if necessary, their relocation.

IV. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse SBCTA for the CITY's share of actual costs incurred towards the PID, PA/ED, PS&E, ROW, Construction and Landscape Maintenance phases of the PROJECT and for SBCTA's Project Management as shown in Attachment A-2. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A-2, and should CITY's total share for the PID, PA/ED, PS&E, ROW, Construction and Landscape Maintenance phase

with SBCTA's Project Management exceed the estimates as shown in Attachment A-2, CITY agrees to amend the AGREEMENT in good faith and contribute these additional costs.

- B. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of SBCTA performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- C. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- D. To complete review and provide comments on PROJECT documents within two (2) weeks of receiving the review request from SBCTA.
- E. CITY's Public Works Director is authorized to act on behalf of CITY under this Section of the AGREEMENT.
- F. To accept all PROJECT acquired right-of-way located within CITY's jurisdictional boundaries. The Colton City Council, by approval of this AGREEMENT, authorizes and directs the City Clerk to execute an acceptance, in substantial conformance with the form attached hereto as Attachment C and made a part of this AGREEMENT, within thirty (30) days of receipt of quit claim deeds for property acquired by SBCTA.
- G. To provide permits, inspections, reviews, acceptance of the transfer of title of properties and oversight at no cost to SBCTA or to consultants and contractors contracted by SBCTA to work on the PROJECT.
- H. To provide CITY-owned right-of-way necessary for project construction at no cost to the PROJECT.
- I. To provide SBCTA copies of the franchise/utility agreements for the utilities in the PROJECT area for the purpose of determining prior rights and estimating utility relocation costs.
- J. To assist SBCTA as requested and when necessary exercise its rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or rearrange its utility facility.

V. MUTUAL RESPONSIBILITIES

The PARTIES agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT. In the event SBCTA determines Project Management, PID, PA/ED, PS&E, ROW, Construction and Landscape Maintenance work may exceed the amounts identified in Attachment A-2 of this AGREEMENT, SBCTA shall inform CITY of this determination and thereafter the PARTIES

shall work together in an attempt to agree upon an amendment to the amounts identified in this AGREEMENT. In no event, however, shall the PARTIES be responsible for PROJECT costs in excess of the amounts identified in this AGREEMENT without a written amendment that is approved by the PARTIES.

- B. Eligible PROJECT reimbursements shall include only those costs incurred by SBCTA for PROJECT-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.
- C. If CITY requests additional work that is beyond the scope of the original PROJECT, and not considered by both PARTIES to be a necessary part of the PROJECT, therefore considered a betterment, said work, if approved by both PARTIES, will be paid solely by the CITY.
- D. Neither SBCTA nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.
- E. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA and under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT.
- F. This AGREEMENT will be considered terminated upon completion of PROJECT closeout and reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any PARTY may terminate this AGREEMENT at any time, with or without cause, by giving thirty (30) calendar days written notice to the other PARTY. In the event of a termination, the PARTY terminating this AGREEMENT shall be liable for any costs or other obligations it may have incurred under the terms of the AGREEMENT prior to termination.
- G. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.

- H. All signatories hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTY and that by executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. All PARTIES agree to follow all applicable local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- J. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of five (5) years from the later of: a) the date on which this AGREEMENT terminates; or b) the date on which such book or record was created.
- K. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT cannot be amended or modified in any way except in writing, signed by all PARTIES hereto.
- M. Neither this AGREEMENT, nor any of the PARTIES' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- N. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a PARTY shall give the other PARTY any contractual rights by custom, estoppel, or otherwise.
- O. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section.
- P. This AGREEMENT may be signed in counterparts, each of which shall constitute an original. This AGREEMENT is effective and shall be dated on the date executed by SBCTA ("Effective Date"), following execution by both PARTIES.
- Q. Any notice required, authorized or permitted to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to SBCTA: Henry Stultz
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

If to CITY: Victor Ortiz, City Engineer
Public Works Department
160 South 10th Street
Colton, CA 92324
Telephone: (909) 370-5065

R. There are no third party beneficiaries, and this AGREEMENT is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

S. The PARTIES' duly authorized signatories have signed this AGREEMENT below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF COLTON

By: _____
Raymond W. Wolfe
Executive Director

By: _____
William R. Smith
City Manager

Date: _____

Date: _____

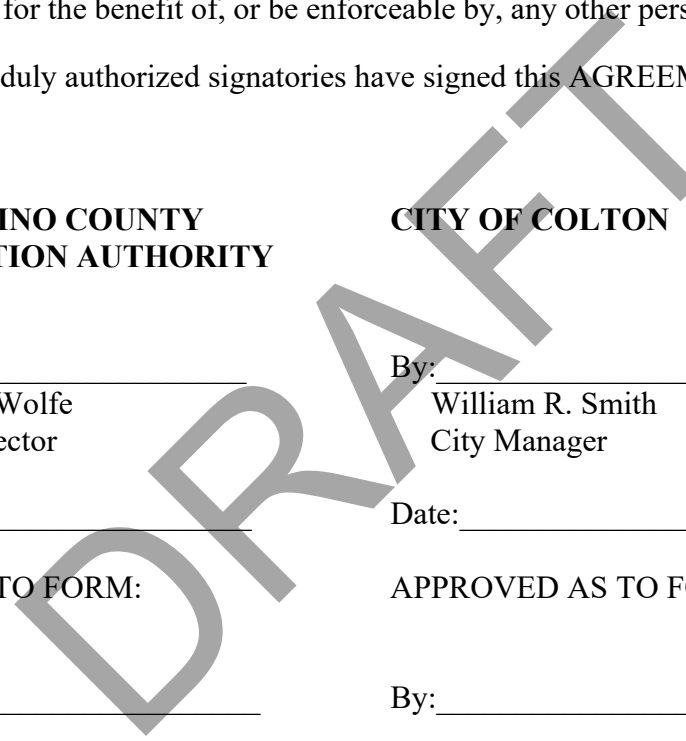
APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Juanda Daniel
Assistant General Counsel

By: _____

City Attorney



Attachment: 18-1001904-3_Draft Amended and Restated Agreement (8183 : I-10/Mt. Vernon Coop's for CON Phase)

Attachment A-2

Project Scope:

Improve local traffic operations along Mount Vernon Avenue between East Valley Boulevard and south of the Interstate 10 (I-10) eastbound ramp intersection, by adding left-turn lanes at the five point intersection of Mount Vernon Avenue and East Valley Boulevard.

Project Cost Estimate and Funding Shares:

SBCTA's Share: Public Share: 94.9%

City's Share: Development Share or Local Share: 5.1% (City of Colton)

| Phase | Estimated Cost ¹ | Public Share | Development Share |
|--|-----------------------------|--------------|-------------------|
| PID | \$539,000 | \$511,511 | \$27,489 |
| PA/ED | \$2,165,711 | \$2,055,260 | \$110,451 |
| PS&E | \$2,379,946 | \$2,258,569 | \$121,377 |
| ROW | \$5,083,000 | \$4,823,767 | \$259,233 |
| CONSTRUCTION | \$61,830,000 | \$58,676,670 | \$3,153,330 |
| LANDSCAPE MAINTENANCE | \$600,000 | \$569,400 | \$30,600 |
| SBCTA Oversight | \$950,000 | \$901,550 | \$48,450 |
| Adjustment for I-10/Pepper FPES ² | \$0 | -\$37,080 | \$37,080 |
| Total | \$73,547,657 | \$69,759,647 | \$3,788,010 |

¹Estimated cost assumes analysis of one build alternative.

²The I-10/Pepper adjustment payment in the amount of \$37,080 has been received and processed

Project Milestones:

| Milestone ¹ | Actual (Forecast) |
|--|-------------------|
| Start of Project Approval and Environmental Document Phase (PA/ED) | 01/2019 |
| Environmental Approval | 04/2022 |
| Design Approved and ROW Certified | (07/2023) |
| Complete for Beneficial Use | (06/2026) |

¹Milestone assumes analysis of one build alternative with design variations. Environmental determination under CEQA is an IS/MND and under NEPA a Categorical Exclusion.

| DIST | COUNTY | ROUTE | TOTAL PROJECT | PROJECT SHEETS |
|------|--------|-------|---------------|----------------|
| 08 | SB | 10 | R22.7/R24.3 | |

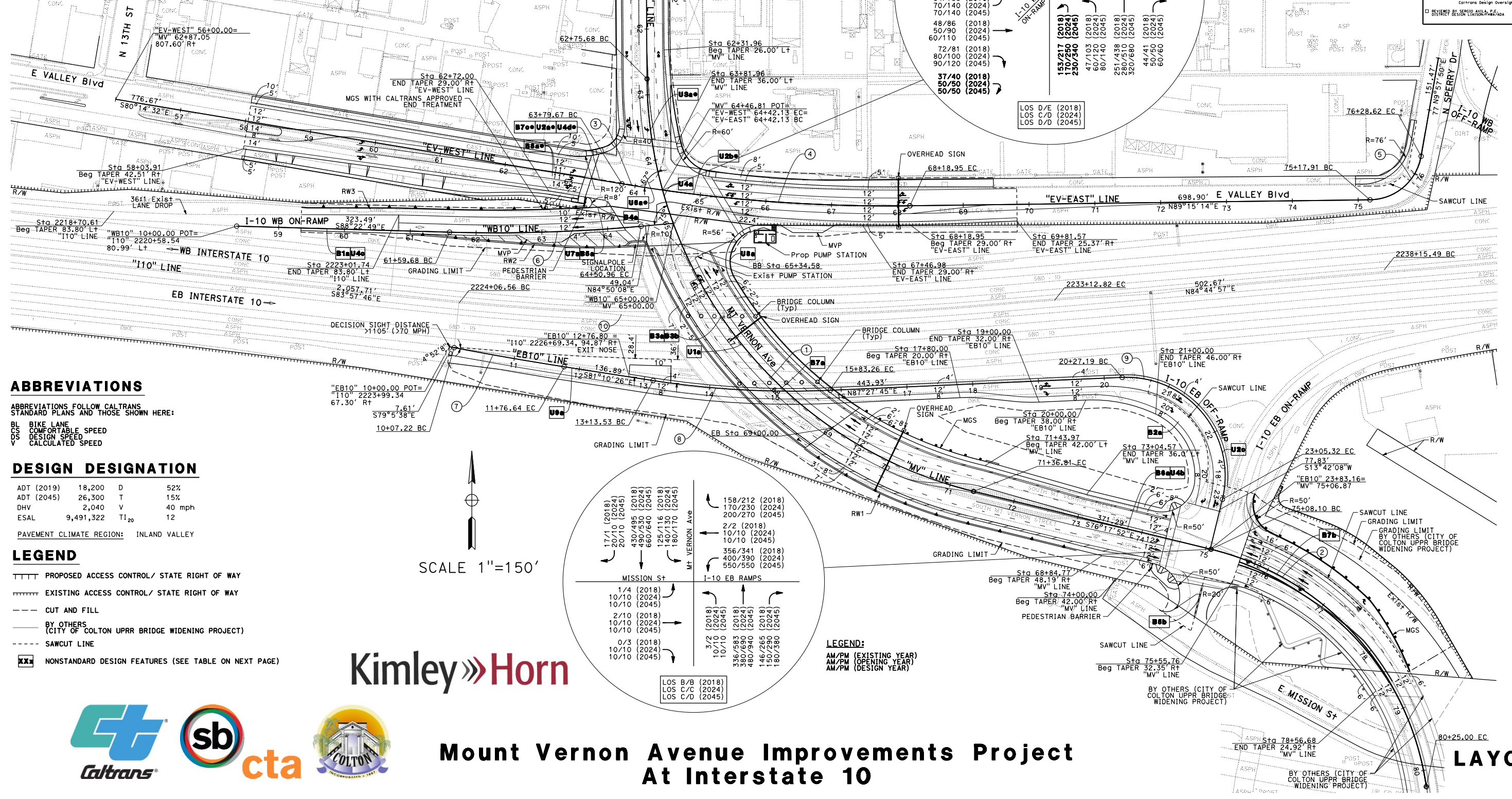
CAROLINE DETHLEFSEN
REGISTERED CIVIL ENGINEER
03/23/2021
PLANS APPROVAL DATE
KIMLEY-HORN AND ASSOCIATES, INC.
401 B STREET, SUITE 600
SAN DIEGO, CA 92101
The State of California or its officers or its agents shall not be responsible for the accuracy or completeness of electronic copies of any sheet.
To get to the Caltrans web site, go to <http://www.d0222.gov>
GEOMETRIC APPROVAL DRAWING
PREPARED BY: Jason Valencia, P.E., Kimley-Horn and Associates, Inc. DATE: _____
SUBMITTED BY: Paulo Beuchemo, P.E., SCA Director of Project Delivery and Toll Services DATE: _____
CONCURRED BY: Holism Yayas, P.E., Caltrans Traffic Operations DATE: _____
APPROVED BY: Justine Niu, P.E., Caltrans Design Oversight Office Chief DATE: _____
DESIGNED BY: CAROLINE DETHLEFSEN DATE: _____

ATTACHMENT B-1

CURVE DATA TABLE

| No. | R | Δ | T | L |
|-----|-----------|------------|---------|---------|
| 1 | 650.00' | 75°54'26" | 506.99' | 861.14' |
| 2 | 434.00' | 68°14'27" | 294.06' | 516.90' |
| 3 | 2,460.00' | 1°27'17" | 31.23' | 62.64' |
| 4 | 2,460.00' | 8°46'35" | 188.78' | 376.82' |
| 5 | 100.00' | 79°17'24" | 82.86' | 138.39' |
| 6 | 2,460.00' | 6°47'03" | 145.81' | 291.28' |
| 7 | 4,667.00' | 2°04'48" | 84.72' | 169.41' |
| 8 | 1,360.00' | 11°21'48" | 135.31' | 269.73' |
| 9 | 150.00' | 106°14'22" | 199.92' | 278.13' |
| 10 | 4,599.98' | 11°17'17" | 454.60' | 906.26' |

LEGEND:
 AM/PM (EXISTING YEAR)
 AM/PM (OPENING YEAR)
 AM/PM (DESIGN YEAR)



ABBREVIATIONS

ABBREVIATIONS FOLLOW CALTRANS STANDARD PLANS AND THOSE SHOWN HERE:
 BL BIKE LANE
 CS COMFORTABLE SPEED
 DS DESIGN SPEED
 V CALCULATED SPEED

DESIGN DESIGNATION

| | | | |
|------------|-----------|-----------------|--------|
| ADT (2019) | 18,200 | D | 52% |
| ADT (2045) | 26,300 | T | 15% |
| DHV | 2,040 | V | 40 mph |
| ESAL | 9,491,322 | T ₁₀ | 12 |

PAVEMENT CLIMATE REGION: INLAND VALLEY

LEGEND

- PROPOSED ACCESS CONTROL/ STATE RIGHT OF WAY
- EXISTING ACCESS CONTROL/ STATE RIGHT OF WAY
- CUT AND FILL
- BY OTHERS (CITY OF COLTON UPRR BRIDGE WIDENING PROJECT)
- SAWCUT LINE
- NONSTANDARD DESIGN FEATURES (SEE TABLE ON NEXT PAGE)



Mount Vernon Avenue Improvements Project At Interstate 10



LAYOUT L-1

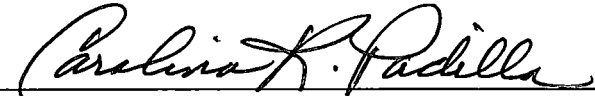
Attachment: 18-1001904-03 Attachment-B-1 (8183 : I-10/Mt. Vernon Coop's for CON Phase)

Attachment C

CITY OF COLTON
650 NORTH LA CADENA DRIVE
COLTON, CALIFORNIA 92324

This is to certify that the interest in real property conveyed by the within instrument dated March 4, 2019 from the San Bernardino County Transportation Authority, a California transportation authority, as Grantor to the City of Colton, a Municipal Corporation, as Grantee, is hereby accepted by order of the City Council of the City of Colton, County of San Bernardino, State of California, pursuant to authority so ordered on February 5, 2019, and that the Grantee consents to recordation thereof by its duly authorized officer

Dated. 3/6, 2019



City Clerk
City of Colton

Attachment: 18-1001904-03_Attachment-C (8183 : I-10/Mt. Vernon Coop's for CON Phase)

General Contract Information

Contract No: 23-1002893 Amendment No.: _____
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 00450 Vendor Name: California Department of Transportation
 Description: I-10 MT VERNON AVENUE CONSTRUCTION COOPERATIVE AGREEMENT

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

Executive Director _____ Date: 12/7/2022 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Zero Dollar Contracts _____ Sole Source? N/A No Budget Adjustment _____
 Local _____ MOU/COOP/JPA _____ N/A _____

Accounts Payable

Estimated Start Date: 12/7/2022 Expiration Date: 12/31/2039 Revised Expiration Date: _____

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

Total Contract Funding: _____ Total Contingency: _____

| Fund | Prog | Task | Sub-Task | Object | Revenue | PA Level | Revenue Code Name | \$ | - | \$ | - |
|------|------|------|----------|--------|---------|----------|-------------------|----|---|----|---|
| GL | | | | | | | | - | | - | |
| GL | | | | | | | | - | | - | |
| GL | | | | | | | | - | | - | |
| GL | | | | | | | | - | | - | |
| GL | | | | | | | | - | | - | |
| GL | | | | | | | | - | | - | |
| GL | | | | | | | | - | | - | |
| GL | | | | | | | | - | | - | |
| GL | | | | | | | | - | | - | |

Juan Lizarde _____ Henry Stultz _____
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: _____

Attachment: 23-1002893_CSS [Revision 1] (8183 : I-10/Mt. Vernon Coop's for CON Phase)

COOPERATIVE AGREEMENT COVER SHEET

Work Description

TO REPLACE MOUNT VERNON AVENUE OVERCROSSING (BRIDGE NO. 54-0459) ON INTERSTATE 10 BETWEEN 9TH STREET UNDERCROSSING AND ROUTE 10/215 SEPARATION

Contact Information

CALTRANS

Michael Makary, Project Manager

464 W Fourth Street

San Bernardino, CA 92401

Office Phone: (909) 501-1258

Email: michael.makary@dot.ca.gov

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Juan Lizarde, Project Manager

1170 West 3rd Street 2nd floor

San Bernardino, CA 92410

Office Phone: (909) 884-8276

Email: jlizarde@gosbcta.com

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DRAFT

Attachment: 23-1002893_Draft Coop (8183 : I-10/Mt. Vernon Coop's for CON Phase)

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public entity, referred to hereinafter as SBCTA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *To replace Mount Vernon Avenue overcrossing (Bridge No. 54-0459) on Interstate 10 between 9th Street undercrossing and route 10/215 separation* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
 - SBCTA approved the Categorical Exemption on July 28, 2018 (Cooperative Agreement No. 1652).
 - SBCTA approved the Categorical Exclusion on July 28, 2018 (Cooperative Agreement No. 1652).
 - SBCTA completed the R/W Certification on July 28, 2018 (Cooperative Agreement No. 1652).
 - SBCTA completed the Plans, Specifications and Estimate on July 28, 2018 (Cooperative Agreement No. 1652).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

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

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

Implementing Agency

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

- SBCTA is the CONSTRUCTION IMPLEMENTING AGENCY.

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

11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.

14. Each PARTY is responsible for the costs they incur in performing the WORK.

CALTRANS' Quality Management

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
16. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
18. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.
19. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

CEQA/NEPA Lead Agency

20. CALTRANS is the CEQA Lead Agency for the PROJECT.
21. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

22. SBCTA will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to SBCTA's responsibilities in this AGREEMENT.
23. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

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

| ENVIRONMENTAL PERMITS/REQUIREMENTS |
|--|
| 401, Regional Water Quality Control Board |
| National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board |
| 1602 California Department of Fish and Wildlife |

CONSTRUCTION

25. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

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

| |
|--|
| CALTRANS Work Breakdown Structure Identifier (If Applicable) |
| 100.20.10.xx Quality Management |

27. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

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

29. CALTRANS will not issue an encroachment permit to SBCTA for construction work until the following conditions are met:

- CALTRANS accepts the final plans, specifications, and estimate
- CALTRANS accepts the Right-of-Way Certification
- Any new or amended maintenance agreements required for the WORK are executed.

- Any new or amended Freeway Agreement required for the WORK are executed.
30. SBCTA will require the construction contractor to furnish payment and performance bonds naming SBCTA as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.
 31. SBCTA will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, SBCTA also accepts responsibility to administer the construction contract.
 32. CALTRANS will not issue an encroachment permit to SBCTA's construction contractor until CALTRANS accepts:
 - The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
 33. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and Source Inspection QMP (SIQMP) are subject to review and approval by the State Materials Engineer.
 34. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations SBCTA, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
 35. SBCTA will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

36. CALTRANS will review and concur with:
- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
37. SBCTA will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.
38. SBCTA is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. SBCTA is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
39. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:
- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
 - CALTRANS approves a request from SBCTA for relief from maintenance of the PROJECT or a portion thereof.
40. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

41. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, SBCTA will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3, of Chapter 17 in the Project Development Procedures Manual, then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 8.0. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, SBCTA will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Professional Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

42. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

Additional Provisions

Standards

43. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Qualifications

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

Consultant Selection

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

Encroachment Permits

46. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to SBCTA, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

47. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

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

Disclosures

49. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

50. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

51. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

52. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
53. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

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

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

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

55. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

SBCTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and SBCTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. SBCTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

56. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

57. SBCTA may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.

58. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
59. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.
60. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
61. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

62. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

63. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
64. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
65. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

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

GENERAL CONDITIONS

67. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

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

Exemptions

69. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

70. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

71. Neither SBCTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

72. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
73. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

74. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

75. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

76. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

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

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

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

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

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

Prevailing Wage

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

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

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

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

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

Diane Morales
Acting District Director

Raymond W. Wolfe
Executive Director

Verification of funds and authority:

Approved as to form:

Corina Harriman
District Budget Manager

Juanda Daniel
Assistant General Counsel

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

Attachment: 23-1002893_Draft Coop (8183 : I-10/Mt. Vernon Coop's for CON Phase)

Additional Information

**BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE - 2022
VALLEY BOARD MEMBER ATTENDANCE**

| Name | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
|--|------------|------------|--------------|--------------|------------|-------------|-------------|------------|-------------|------------|------------|------------|
| Eunice Ulloa City of Chino | | X | X | | | X | | X | X | X | | |
| Ray Marquez City of Chino Hills | | X | X | X | | X | | X | X | X | | |
| Frank Navarro City of Colton | | X | X | X | X | X | | X | X | X | | |
| Aquanetta Warren City of Fontana | | X | X | | | X | | X | | | | |
| Darcy McNaboe City of Grand Terrace | | X | X | X | X | X | | X | X | X | | |
| Larry McCallon City of Highland | | X | X | X | X | X | | X | X | X | | |
| Rhodes 'Dusty' Rigsby City of Loma Linda | | X | X | | | X | | | X | X | | |
| John Dutrey City of Montclair | | X | X | X | X | X | | X | X | X | | |
| Alan Wapner City of Ontario | | X | X | X | X | | | X | X | X | | |
| L. Dennis Michael City of Rancho Cucamonga | | X | | X | | X | | X | X | X | | |
| Paul Barich City of Redlands | | | X | | | | | X | | | | |
| Deborah Robertson City of Rialto | | X | | | | | | | | | | |
| John Valdivia City of San Bernardino | | | X | X | X | X | | X | | X | | |
| Carlos Garcia City of Upland | | | | | | | | | | | | |
| David Avila City of Yucaipa | | X | X | X | X | X | | X | X | X | | |
| Curt Hagman Board of Supervisors | | | | X | | X | | X | X | X | | |

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

Communication: Attendance (Additional Information)

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2022

VALLEY BOARD MEMBER ATTENDANCE (Cont.)

| Name | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
|--|------------|------------|--------------|--------------|------------|-------------|-------------|------------|-------------|------------|------------|------------|
| Dawn Rowe Board of Supervisors | | X | X | X | X | X | | X | X | | | |
| Janice Rutherford Board of Supervisors | | X | | X | | X | | X | | | | |
| Joe Baca, Jr. Board of Supervisors | | X | X | X | X | X | | X | X | | | |

MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

| | | | | | | | | | | | | |
|---|--|---|---|---|---|---|--|---|---|---|--|--|
| Daniel Ramos City of Adelanto | | | | | | | | | | | | |
| Art Bishop Town of Apple Valley | | X | | X | X | X | | X | X | X | | |
| Paul Courtney City of Barstow | | | | | | | | | | | | |
| Rick Herrick City of Big Bear Lake | | | | | | | | | | | | |
| Rebekah Swanson City of Hesperia | | | | | | | | X | | | | |
| Edward Paget City of Needles | | | | | | | | | | | | |
| Joel Klink City of Twentynine Palms | | | | | | | | | | | | |
| Debra Jones City of Victorville | | | | | | X | | | | | | |
| Rick Denison Town of Yucca Valley | | X | X | X | X | X | | X | X | X | | |
| Paul Cook Board of Supervisors | | X | X | X | X | X | | X | X | X | | |

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.
 MVSSatt22 Shaded box = No meeting

Communication: Attendance (Additional Information)

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

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

Acronym List

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



MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019