

AGENDA
Board of Directors Metro Valley Study Session

February 9, 2023

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

Location

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

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:

Hesperia City Council Chambers
9700 Seventh Avenue
Hesperia, CA 92345

Board of Directors

Valley Representatives

Study Session Chair

Dawn Rowe, Supervisor
Third District

Study Session Vice-Chair

Paul Cook, Supervisor
First District

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Council Member
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Art Bishop, Council Member
Town of Apple Valley

Paul Courtney, Mayor
City of Barstow

Acquanetta Warren, Mayor
City of Fontana

Sylvia Robles, Council Member
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, Council Member
City of Ontario

Mountain/Desert Representatives

Rick Herrick, Council Member
City of Big Bear Lake

Rebekah Swanson, Council Member
City of Hesperia

Janet Jernigan, Mayor
City of Needles

County Board of Supervisors

Jesse Armendarez, Second District

Curt Hagman, Fourth District

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Paul Barich, Mayor Pro Tem
City of Redlands

Deborah Robertson, Mayor
City of Rialto

Helen Tran, Mayor
City of San Bernardino

Rudy Zuniga, Council Member
City of Upland

Bobby Duncan, Mayor Pro Tem
City of Yucaipa

Joel Klink, Council Member
City of Twentynine Palms

Debra Jones, Mayor
City of Victorville

Rick Denison, Mayor
Town of Yucca Valley

Joe Baca, Jr., Fifth District

Interim Ex-Officio Member – Rebecca Guirado, Caltrans
Ray Wolfe, Executive Director
Julianna Tillquist, General Counsel

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

AGENDA

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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 Paul Cook)

- 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. 19

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. Budget Overview of the Proposed Budget for Fiscal Year 2023/2024 Pg. 33

Receive a general overview of the proposed Fiscal Year 2023/2024 Budget.

Presenter: Hilda Flores

A companion item is also scheduled for review by the Mountain/Desert Policy Committee on February 17, 2023.

4. Contract No. 23-1002833 for Financial Advisory Services and Development of an Operations Model for Toll Operations Pg. 48

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

Approve Contract No. 23-1002833 in the amount of \$71,125 with PFM Financial Advisors, LLC to provide Financial Advisory Services and create a financial model for toll operations for an initial term through March 1, 2026 and two (2) one-year option terms.

Presenter: Hilda Flores

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

Discussion - Project Delivery

5. Major Projects Status Report through December 2022 Pg. 79

Receive the Major Projects Status Report for the period through December 2022.

Presenter: Sal Chavez

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

6. Interstate 10 Corridor Freight and Express Lanes Project - Contract 2: Right-of-Way Cooperative Agreement Pg. 81

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

Approve Cooperative Agreement No. 23-1002935 with the California Department of Transportation (Caltrans) for the Right-of-Way phase for the Interstate 10 Corridor Freight and Express Lanes Project - Contract 2, wherein SBCTA will reimburse Caltrans up to \$200,000 for oversight services payable from Measure I funds, and authorize the Executive Director, or his designee, to finalize and execute the Agreement upon General Counsel final approval as to form.

Presenter: Sal Chavez

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

7. I- 10 Corridor Freight and Express Lanes Project (Contract 2) Right-of-Way Appraisals and Offers Pg. 108

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

A. Authorize staff to complete appraisal of properties identified in Table A and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the I-10 Corridor Freight and Express Lanes Project (Contract 2); and

B. Authorize the Director of Project Delivery to add or remove parcels in Table A, as deemed necessary for the Project.

Presenter: Sal Chavez

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

8. Contract Task Order No. 15 for Right-of-Way Services for Interstate 10 Corridor Contract 2 Pg. 113

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

Approve and execute Contract Task Order (CTO) No. 15 to Contract No. 18-1001909 in the amount of \$909,829.30 for Right-of-Way Services for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 2, to Overland Pacific and Cutler, Inc.

Presenter: Sal Chavez

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

9. Amendment No. 4 to Cooperative Agreement No. 17-1001736 with California Department of Transportation and Interstate 10 Contract 1 Program Budget and Funding Plan Update

Pg. 126

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

A. Approve Interstate 10 Contract 1 Program Budget and Funding Updates shown within Table 1 as of February 2023, increasing the project budget by \$5.8 million, from \$943.1 million to \$948.9 million.

B. Allocate \$5.8 million in federal formula Surface Transportation Block Grant Program (STP) funds for the project.

C. Approve Amendment No. 4 to Cooperative Agreement No. 17-1001736 with California Department of Transportation for the Design-Build and Right-of-Way phases, increasing the funding by \$5.8 million using STP funds, for the construction phase, for a total of \$134,855,718; and authorize the Executive Director, or his designee, to execute the amendment upon approval as to form by SBCTA General Counsel.

Presenter: Henry Stultz

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

10. Agreement No. 23-1002854 for Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services

Pg. 137

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 Agreement No. 23-1002854 with the City of Irvine Police Department for SBCTA Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services, for an amount not-to-exceed \$30,000, for a five-year term with one (1) five-year option to extend and waive the five-year maximum contract term as stipulated in the SBCTA Procurement and Special Risk Assessment Policy No. 11000.

B. Approve contingency for Agreement No. 23-1002854 in an amount not-to-exceed \$3,000 over the initial five-year term and an additional \$3,600 over the five-year option term and authorize the Executive Director, or his designee, to release contingency as necessary for SBCTA Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services.

C. Authorize the Executive Director, or his designee, to exercise a five-year term extension option in an amount not-to-exceed \$36,000 for years six to ten.

Presenter: Philip Chu

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

11. Amendment No. 1 to Contract No. 18-1001811 with Dynamic Engineering Services Inc. for Construction Management Services for the State Route 60 Central Avenue Interchange Project

Pg. 148

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

A. Approve an exception to the Procurement and Special Risk Assessment Policy No. 11000 and extend the termination date of Contract No. 18-1001811 with Dynamic Engineering Services, Inc. (DESI), to October 4, 2024, which is approximately 18 months beyond the 5-year maximum term outlined in Policy No. 11000.

B. Approve Amendment No. 1 to Contract No. 18-1001811 to extend the contract termination date to October 4, 2024, to allow DESI sufficient time to perform inspections during the one-year plant establishment period and support closeout activities.

Presenter: Kristi Harris

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

Discussion - Regional/Subregional Planning

12. Funding Agreement for Cucamonga Station/Milliken Avenue Traffic Study

Pg. 153

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 Funding Agreement No. 23-1002948 between SBCTA and the City of Rancho Cucamonga (City) with SBCTA contributing \$200,000 in Measure I Valley Transportation Management Systems (TMS) Program funds to the City for the purpose of preparing the Cucamonga Station/Milliken Avenue Traffic Study.

B. Amend the Fiscal Year 2022/2023 budget to increase Task No. 0404 by \$200,000 in Measure I Valley TMS Program funds to fund the SBCTA contribution to the City of Rancho Cucamonga for preparing the Cucamonga Station/Milliken Avenue Traffic Study.

Presenter: Steve Smith

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

Discussion - Transportation Programming and Fund Administration

13. Programming of Federal Formula Funds in Response to Corrective Action

Pg. 164

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

Approve projects for programming of Federal Surface Transportation Block Grant and Congestion Mitigation and Air Quality Improvement Program funds in Fiscal Years 2022/2023 through 2025/2026 in response to the Corrective Action required by Southern California Association of Governments, and authorize staff to make adjustments as necessary to the programmed amounts on the listed projects to maximize programming to the funds available.

Presenter: Andrea Zureick

This item is scheduled for review by the Mountain/Desert Policy Committee on February 17, 2023.

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

Pg. 168

Acronym List

Pg. 170

Mission Statement

Pg. 172

The next Board of Directors Metro Valley Study Session is scheduled for March 9, 2023.

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: *February 9, 2023*

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

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

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2 cont.	21-1002620	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz, President</i> <i>John D. Schaar, VP/Secretary</i>	JFL Electric Inc DC Hubbs Construction Griffith Co EBS General Engineering Inc. Chrisp Co. Advantage Ferreira Match Corp Camblin Steel
	20-1002290	SEMA Construction, Inc. <i>Joshua Clyne</i>	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.
	19-1002196	Security Paving Company, Inc. <i>Joseph Fernidino</i>	ACE Fence AM Concrete BELCO CGO Construction Co. Drill Tech DYWIDAG Griffith Company Integrity Rebar KIE-CON, Inc. Statewide Safety Systems
	17-1001599	Lane-Security Paving Joint Venture <i>Giuseppe Quarta</i> <i>Joseph Ferndino</i>	Aegis Project Controls Corp. A.M. Concrete Antigo Construction Apex Logistics Arellano Associates, LLC BC Traffic Rentals Boral Resources, LLC Bridge Deck Solutions C Below CalPortland Company Cal-Stripe Cemex

<p>2 cont.</p>			<p>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 Harbor 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</p>
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2 cont.			Pipe Jacking Trenchless, Inc. Pro-Cast Products, Inc. PQM, Inc. The R. J. Noble Company Rupert Construction Supply Sierra Landscape Development Skyline Steel Spartan Mat, LLC Statewide Traffic Safety and Signs, Inc. Strength Transportation Management Titan Constructor Engineering V&A, Inc. Vulcan Materials
4	23-1002833	PFM Financial Advisors, LLC <i>Peter Shellenberger, Managing Director</i>	None
6	23-1002935	California Department of Transportation	None
8	18-1001909	Overland Pacific and Cutler, Inc. Mark La Bonte	David Evans Associates Desmond, Marcello & Amster LLC Donna Desmond Associates Coast Surveying, Inc Converse Consultants Hennessey & Hennessey LLC Hodges Lacey & Associates Psomas SCS Engineers
9	17-1001736-04	California Department of Transportation	None
10	23-1002854	City of Irvine Police Department	None
11	18-1001811-01	Dynamic Engineering Services, Inc. <i>Chia-Chi Wang</i>	David Evans and Associates, Inc. Transystems Corporation Twining, Inc. ZT Consulting Group, Inc.

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12	23-1002948	City of Rancho Cucamonga	None
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Item No. 7 - I- 10 Corridor Freight and Express Lanes Project (Contract 2) Right-of-Way Appraisals and Offers

APN#	Principals & Agents
023-805-246	Shea Center Ontario
023-805-246	Shea Center Ontario
023-805-244	Shea Center Ontario
023-805-253	VID Enterprises LCC
023-601-110	Southern Pacific Railroad Company
023-603-114	Southern Pacific Railroad Company
023-603-115	Southern Pacific Railroad Company
023-604-125	Southern Pacific Railroad Company
025-114-127	Southern Pacific Railroad Company
025-114-114	Southern Pacific Railroad Company
025-422-111	Southern Pacific Railroad Company
025-324-214	Southern Pacific Railroad Company
025-424-114	Southern Pacific Railroad Company
025-424-106	Southern Pacific Railroad Company
013-221-104	Southern Pacific Railroad Company
025-416-101	Southern Pacific Railroad Company
023-805-139	Pancal Ontario Phase Two 255 LLC
023-805-140	Pancal Ontario Phase Two 255 LLC
N/A	City of Ontario
023-425-218	Starlite Mgmt-III LP
023-425-202	David Dominguez Hooper
023-425-203	Armando Villa
023-425-204	Gustavo De La Cruz
023-425-205	Parham Ghodsi
023-425-206	Mushegain Indust Prop LP
023-425-207	Romero Abele A.
023-425-208	Julie Marie Trinh
023-425-209	Louie A. Sierr
023-425-210	Isidro Mendoza
023-425-214	Uriel Iraheta
023-425-213	Lizbeth Jeanette Godina
023-425-217	Kal Freight Inc
023-517-226	Rosa Fernandez
023-517-217	J. Refugio Esparza
023-517-218	Starlite Management
023-517-010	Lupita Garci
023-517-019	Jose A. Lomeli

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023-517-020	14997 Washington LLC
023-517-014	14997 Washington LLC
023-517-015	Hugo Cesar Rodriguez Saldana
023-517-024	Barbara Yescas
023-517-025	Barbara Yescas
023-517-022	Barbara Yescas
023-517-023	Gustavo De La Cruz
023-517-009	Gustavo De La Cruz
023-517-008	Sabrenda L. Gutierrez
023-517-001	Fernando Yanez Sr Family Living Trust
023-518-214	Edmundo Beltran Cazarez
023-518-215	Edmundo Beltran Cazarez
023-518-211	Elizebeth Espinoza
023-518-210	Arnoldo Espinoza
023-518-207	David Ayala
023-518-206	Santi Trust
023-518-205	Leo B. Galvan
023-518-204	Joseph G. McLoughlin Living Trust
023-518-203	Joseph G. McLoughlin Living Trust
023-518-213	Mario A. Benitez
023-521-113	IPT Valley Logistics Center LLC
025-113-214	Duncan T. Bush
025-113-208	Andres Garcia
025-116-207	Baltimore N. Diaz
025-120-104	Valencia Gateway Retail IV LLC
025-121-119	Extra Space Properties Forty LLC
025-121-121	Sierra ME LLC
025-221-102	Villa Fontana Mobiles Estates LLC
025-211-130	Bell Plaza LLC
025-212-116	Vataylor LLC
025-214-201	Carlos Garcia
025-214-205	ATHSP LLC
025-214-206	ATHSP LLC
025-214-244	Leon R. Rodarte Sr
025-214-245	Arlon Transportation LLC
025-214-237	Felipe Cardenas
025-214-234	Felipe Cardenas
025-214-235	RJL Revocable Living Trust
025-214-210	Pedro P. Custodio
025-214-209	Pedro P. Custodio
025-214-211	Cid Family Trust
025-214-212	Cid Family Trust
025-214-248	Juan Palacios
025-214-241	Kamol Kamilovich Abduvahobov
025-214-240	Pena Brothers LLC

San Bernardino Council of Governments
San Bernardino County Transportation Authority

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025-214-233	Vera G. Reichert
025-214-238	Julio C. Robles
025-214-239	Julio C. Robles
025-214-227	Erasmus Robles
025-214-228	Erwin Weinhart
025-214-229	Erwin Weinhart
025-214-230	Everardo Cortez Revocable Living Trust
025-214-219	Ruben Zepeda Caballero
025-214-220	Dennis L. Frogge Living Trust
025-214-221	Anania Furdui
025-214-222	Anania Furdui
025-116-116	Eliodoro Gutierrez
025-216-115	Aaron Arellano
013-221-111	William Kalmikov
013-221-108	William Kalmikov

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: February 9, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: February 9, 2023

Subject:

Construction Contract Change Orders to On-Going Construction Contracts

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority (SBCTA) department of Project Delivery 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 January 12, 2023. The CCOs are listed below.

A. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the State Route (SR) 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project: CCO No. 25 (\$5,980 increase) for temporary signal interconnect at Base Line; CCO No. 54, Supplement 1 (\$16,000 increase) additional funds for sound wall light pole support modification; CCO No. 58, Supplement 1 (\$11,031,175.91 increase) additional funds for the State Highway Operation and Protection Program (SHOPP) portion of the project. This construction project bid price was well below the Engineer's estimate. Consequently, the bid value of the SHOPP portion of the project was approximately \$11,900,000 below the funding provided. California Department of Transportation (Caltrans) requested additional maintenance work be done at the San Bernardino Avenue interchange with the excess budget. This work will include replacement of existing asphalt surfacing at the San Bernardino Avenue interchange with concrete pavement, install additional Midwest Guardrail System (MGS) with vegetation control, place additional rock blanket and additional contrast paving at several ramp gore areas. This work will require construction of Jointed Plain Concrete Pavement (JPCP) utilizing six (6) 55-hour freeway closures. Caltrans operating units have reviewed and concurred with the additional work to be performed. This CCO No. 58, Supplement 1 is 100% funded by Caltrans SHOPP funds; CCO No. 74 (\$237,200 increase) to construct an isolation joint between the Continuously Reinforced Concrete Pavement (CRCP) and the JPCP shoulder in the eastbound and westbound directions of the freeway from the Fifth Street Bridge to the Interstate 10 (I-10) Connectors. The plans did not include any isolation joint, both design and Caltrans pavement design specialists agreed an isolation joint must be installed; CCO No. 77 (\$65,513.25 increase) for installation of a 2-foot high gravity wall along the north side of Base Line Road just east of the west bound on-ramp along the back of the sidewalk to deter future erosion onto the sidewalk area. The improvements made by others, namely the large 2-post location sign, and drive-through at the Jack in the Box and Panda Express, will not allow for a flatter slope; CCO No. 84 (\$68,770 increase) for staining of the existing retaining wall along the east bound Base Line off-ramp. The existing retaining wall has numerous graffiti areas that have been painted over in a multitude of shades of grey. Caltrans requested the wall be stained to better match the overall aesthetic appearance of the entire interchange since new retaining walls have been constructed; CCO No. 86 (\$200,776.76 increase) is for full resolution of a differing site condition as noted in Potential Claim Record (PCR) No. 007, dated February 10, 2021, related to an abundance of cobbles and boulders encountered during excavation, boring and backfilling

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

February 9, 2023

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operations from September 16, 2020 through April 24, 2022; and CCO No. 90 (\$15,000 increase) to close a 16" gap between the recently constructed sound wall 955 and the existing property wall on the east end of the project.

B. Contract No. 21-1002620 with Ortiz Enterprises, Inc. for the I-10 Alabama Street Improvement Project: CCO No. 8 (\$20,000 increase) to remove man made buried objects encountered during the excavation of the new road structural section at the east bound on-ramp and drilling for the overhead structural signs for the west bound/east bound off-ramps; and CCO No. 9 (\$80,000 increase) to complete the irrigation system and water meter connection per the revised irrigation plans approved by the City of Redlands.

C. Contract No. 20-1002290 with SEMA Construction, Inc., for I-10 University Street Interchange Improvements Project: CCO No. 34 (\$3,500 increase) to have the contractor add a straight arrow pavement legend added on the I-10 east bound off-ramp; and CCO No. 35 (\$6,670.87 increase) to install bonded fiber matrix on unprotected slopes and temporary fiber roll at the top of the slope, south of the east bound off-ramp.

D. Contract No. 19-1002196 with Security Paving Company Inc., for the Central Avenue Interchange at SR 60: CCO No. 11, Supplement 1 (\$25,000 increase) to maintain the electrical systems such as, street lights, highway safety lights, traffic signals, and ramp meters in working order during the progress of the work.

E. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for the I-10 Corridor Contract 1 Design Build Contract: CCO No. 79 (\$1,833 increase) to provide 4" conduit and pull boxes at Vineyard Avenue bridge for future City of Ontario fiber optic, per the City's request; and CCO No. 84 (\$132,144 increase) to replace a portion of existing departure slab pavement previously shown to remain, at Benson Avenue bridge per Caltrans request.

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. 0895 I-10 Alabama Street Improvement Project, Sub-Task No. 0899 I-10 University Street Improvement Project, Sub-Task No. 0893 Central Avenue Interchange at SR-60, and Sub-Task No. 0823 I-10 Corridor Contract 1 Design Build Contract.

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: February 9, 2023

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 (9270 : Construction Contract Change Orders MVSS2302)

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
11	Credit for Extended Closures due to COVID-19 and Reduced Traffic	(\$800,000.00)
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
25	Temporary Signal Interconnect at Base line	\$5,980.00
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

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 (9270 : Construction Contract Change Orders MVSS2302)

37 S-1	Edge Drain Modifications for the 210 Base Line Project	\$1,100.00
38	Fiber Optic Vaults Installed in Shoulder	\$5,000.00
39	Add Pile Anchors	\$35,676.22
40	Value Engineering Change Proposal – RW 1092 Deletion	(\$228,102.82)
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
46	Sound Wall 971 Traffic Control and Temporary Fence	\$10,000.00
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 win Median to Match Elevation at CRCP Joint	\$122,000.00
53	Landscape Irrigation Antenna Removal	\$5,000.00
53 S-1	Landscape Antenna Removal Additional Funds	\$1,000.00
54	Barrier Light Pole Support Modification	\$21,000.00
54 S-1	Sound Wall Light Pole Support Modification Additional Funds	\$16,000.00
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
58 S-1	Add Jointed Plain Concrete Pavement at San Bernardino Ramps	\$11,031,175.91
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
66	Plunge Creek Concrete Barrier Revisions	\$25,192.00
67	Differing Site Condition Retaining Wall 1021 Pile Driving	\$214,368.38
69	Differing Site Condition Sound Wall 908 CIDH Piles	\$165,804.07
70	Close Fencing Gaps	\$2,477.00
73	Differing Site Condition Sound Wall 1050 PCR 12	\$770,387.70
74	Additional Isolation Joint	\$237,200.00
76	Bid Items Quantity Increase	\$186,952.30
77	Add Gravity Wall at Base Line	\$65,513.25
81	Base Line Brick Color Revision	\$16,033.11
82	EB 210 Existing Lugonia Approach Profile Grade	\$10,000.00
83	Eliminate Base Line Interchange Milestone	\$0.00
84	Stain Retaining Wall Along East Bound Base Line Off-Ramp (B-1 Line)	\$68,770.00
86	Differing Site Condition for Electrical Trenching Potential Claim Record (PCR) No. 07	\$200,776.76
88	Work Character Changes on Potential Claim Record No. 14	\$8,569,910.47
90	Sound Wall 955 Fence Gap Closure	\$15,000.00

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

CCO TOTAL	\$24,472,390.47
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
11 S-1	Maintain Electrical per Supplemental Work Item-Additional Funds	\$25,000.00
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
19	Soil Nail Wall Design Change	\$25,000.00
CCO TOTAL		\$443,424.00
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

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

Attachment: CCO Log (9270 : Construction Contract Change Orders MVSS2302)

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-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

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

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

12	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
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

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

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
74	Extension of Hot Mix Asphalt (HMA) Expiration Date by 12 Months and Assist with Asbestos Abatement at Euclid Bridge Overcrossing	\$10,000.00
75	Change in Maintenance Pricing and How it Will be Compensated	\$0.00
77	Change in Rates for Freeway Service Patrol (FSP)	\$0.00
79	Provide 4” Conduit and Pull Boxes at Vineyard Avenue Bridge for Future City of Ontario Fiber Optic per City Request	\$1,833.00
84	Replace a Portion of Existing Departure Slab Pavement, Previously Shown to Remain at Benson Avenue Bridge per Caltrans Request	\$132,144.00
CCO TOTAL		\$12,325,377.48
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

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

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

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

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

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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
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

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Attachment: CCO Log (9270 : Construction Contract Change Orders MVSS2302)

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

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

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Amounts shown in parentheses represent a credit to the Agency

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
25	Remove and Dispose of Material from Drains	\$4,831.71
27	Quality Assurance Testing Added Cost	\$10,907.98
28	Additional Fiber Roll and Shared Maintenance Costs	\$8,000.00
29	Additional Grading of Sloped Areas	\$8,500.00
30	Install 3 Cables from Pull Box to Pull Box	\$15,000.00
31	Add Bike Friendly Grates	\$2,500.00
32	Increase and Adjustment to Bid Item 142	\$10,350.56
34	Add Straight Arrow Pavement Legend Added to East Bound Off-Ramp	\$3,500.00
35	Install Bonded Fiber Matrix to Unprotected Slopes and Add Temporary Fiber Roll South of East Bound Off-Ramp	\$6,670.87
CCO TOTAL		\$998,616.02
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
6	Relocation of Existing Data Node at Westbound Off-Ramp	\$30,300.00
7	Supply of Additional Polyester Trash Nets for Storm Water Systems	\$6,732.00
8	Extra Work for Pile Installation due to Differing Site Condition	\$20,000.00
9	Extra Work for Revised Irrigation to Add Water Meter Connections	\$80,000.00
CCO TOTAL		\$195,181.51
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,338,886.33

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Minute Action

AGENDA ITEM: 3

Date: February 9, 2023

Subject:

Budget Overview of the Proposed Budget for Fiscal Year 2023/2024

Recommendation:

Receive a general overview of the proposed Fiscal Year 2023/2024 Budget.

Background:

The budget overview presentation provides general information for each major program for the Valley and Mountain/Desert areas.

This presentation provides a general overview of the current year's goals and objectives and a preliminary list of proposed goals and objectives for the Fiscal Year 2023/2024 Budget for the Valley and Mountain/Desert areas. The overview entails the following programs:

1. General Government
2. Council of Governments
3. Environment & Energy Conservation
4. Commuter and Motorist Assistance
5. Regional and Subregional Planning
6. Fund Administration
7. Transit and Passenger Rail
8. Major Projects
9. Toll Operations
10. Debt Service

Estimated revenues and detailed budgetary information for the various tasks in the proposed Fiscal Year 2023/2024 Budget will be provided at the March 2023 General Policy Committee, Transit Committee, Board of Directors Metro Valley Study Session, and Mountain/Desert Policy Committee.

Financial Impact:

The budget overview has no financial impact on the Fiscal Year 2022/2023 Budget, but is a component of the Fiscal Year 2023/2024 Budget.

Reviewed By:

A companion item is also scheduled for review by the Mountain/Desert Policy Committee on February 17, 2023.

Responsible Staff:

Hilda Flores, Chief Financial Officer

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

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Approved
Board of Directors Metro Valley Study Session
Date: February 9, 2023
Witnessed By:

Metro Valley Study Session

Fiscal Year 2023/2024

Budget Overview



cta

San Bernardino County
Transportation Authority

cog

San Bernardino
Council of Governments

General Government

- Board of Directors / Executive Administration
- General Counsel
- Financial Management
- Special Projects and Strategic Initiatives
- Management Services / Human Resources
- Legislative and Public Affairs



Board / Executive Administration

- Maintain project delivery focus
- Nurture external relationships
- Finalize and implement procedures for records retention/destruction in accordance with policy
- Modifications to Boardroom include replacing the microphones and ensure presentations can be seen for the in-person Board members



3

General Counsel

- Develop legal strategy and structure for Express Lanes tolling and operations, and monitor related Federal and State legislation
- Continue supporting staff in effecting Brightline West transactions
- Review and update procurement templates
- Update SBCTA Administrative Code



4

Financial Management

- Continuously update and comply with GFOA requirements for:
 - ACFR for excellence in financial reporting
 - Annual Budget Document
- Update Debt Management and Investment Policies
- Process draws and reporting on the TIFIA loan
- Engage SBCERA to provide options for prepayment of Net Pension Liability
- Initiate procurement process for new Enterprise Resource Planning System
- Select from pool of audit firms to perform review on MSI programs administered by SBCTA



5

Special Projects and Strategic Initiatives

- Assist with the implementation of the Records Retention Program
- Perform annual updates to the Continuity of Operations Plans and training/exercising events
- Host Business to Business event
- Secure agency insurance policies



6

Management Services / HR

- Provide IT support for the agency to maintain our hybrid remote/on site work arrangements
- Perform recruitments necessary to keep agency fully staffed
- ADA Program Rollout
- Workstation rotation program phase 1 of 2
- Upgrade to network server infrastructure
- Procurement of a new agency pool vehicle
- Capital improvement upgrades to the Depot
 - Carpet replacement
 - HVAC upgrade phase 1 of 3
 - Exterior maintenance and repairs



7

Legislative & Public Affairs

- Represent the interests of SBCTA as new policy, regulatory, and/or funding proposals are considered
- Establish, develop and maintain relationships with our state and federal representatives and staff
- Expand communications opportunities and grow SBCTA's media (traditional and social) presence
- Continue to build awareness of SBCTA programs and services and enhance SBCTA image



8

Council of Governments

- Development of a Housing Trust for SB County, guided by Ad Hoc
- “Smart County” master plan – Emerging Tech Ad Hoc
- Update the multi-year SBCOG work plan
- Outreach for Cucamonga Canyon
- Provide grants training and assistance
- Implement Inland Regional Energy Network (I-REN) with CVAG and WRCOG, guided by Exec Committee



9

Equity

- Application of Regional Equity Study
- Develop small and local business program
- Develop small and local business navigator program
- Develop Small Business Track for Business to Business Event
- Implement Outdoor Equity Program
- Develop Equity Framework



10

Environment & Energy Conservation

- Monitor air quality regulation implications for our region
- Work with SCAG and air districts on multiple fronts: clean trucks (SB 671), funding of zero-emission buses, sustainable communities implementation



11

Commuter & Motorist Assistance

- Maintain 99% customer satisfaction rating with Freeway Service Patrol
- Refresh Approach to Call Box Program, including potential for mobile call boxes
- Continue consolidation of So- Cal Regional 5-1-1 service with LA, Orange, Riverside and Ventura Counties



13

Regional & Subregional Planning

Regional level

- RTP/SCS –
 - Finalize growth forecasts and project lists
 - Work with SCAG to adopt the 2024 RTP/SCS in Spring 2024
- Work with State/Regional agencies on critical projects
 - Regional coordination on response to state and federal legislation and guidelines
 - Regional freight strategy and zero-emission truck initiative
 - Regional Early Action Plan (REAP) – e.g. VMT mitigation bank
- Ongoing input to state/federal/regional regulations and guidelines (e.g. SB 1 Cycle 4, CalSTA/Caltrans implementation of CAPTI, Strategic Investment Strategy, etc.)



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Regional & Subregional Planning

County level

- Develop Long Range Multimodal Transportation Plan with local agencies and transit partners
- “SMARTS” Action Plan - *Strategy for Multimodal Advances in Regional Transportation and Sustainability* – To help position SBCTA and cities/county for grant \$
- Prepare Strategic Plan for Active Transportation and work with local agencies to better position projects for grant applications
- Prepare for SB 1 Cycle 4 grant applications and federal transportation grants
- Complete update of SBTAM+ transportation analysis model
- Transportation modeling and GIS support agency-wide
- Continue sustainability initiatives: Clean Trucks Program, GHG Reduction Plan EIR, development of SB 743 VMT Mitigation Bank
- Targeted studies/assistance, e.g. interchange phasing in Valley, SR-247/62 study in desert



15

Fund Administration

- Finalize the 2023 Update to the 10-Year Delivery Plan for adoption in December 2023
- Develop 2024 STIP Proposal for adoption by the CTC in March 2024
- Submit STP and CMAQ project proposals to SCAG for inclusion in the 2025 FTIP
- Monitor grant awards and revenue trends and develop alternative funding plans for priority projects if necessary
- Complete the 2020-2023 Triennial Performance Audit of SBCTA and transit operators
- Participate in development of Long Range Multimodal Transportation Plan



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Fund Administration

New Revenue for Valley Projects

- Measure I Local Streets – \$41.8M (+3%)
- Measure I Arterials – \$34.2M (+31%)¹
- Local Transportation Fund – \$123.4M (-3%)²
- State Transit Assistance Fund – \$22.3M (+87%)¹
- Low Carbon Transit Operations Program – \$3.9M estimate (+0%)³
- SB 1 State of Good Repair – \$2.6M (+4%)¹

¹ Includes unapportioned/unallocated carryover funds

² Lower than previous year due to less unapportioned/unallocated carryover funds

³ Estimate from Cap and Trade credit auctions



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Transit & Rail

- Complete close-out of the Redlands Rail Project
- Complete Environmental clearance for the Tunnel to ONT & seek grant funds
- Continue construction of the West Valley Connector
- Delivery and testing of ZEMU and construction of AMF infrastructure
- Continued coordination with Rancho Cucamonga & Brightline West
- Continue support of right of way acquisitions for the Rancho Cucamonga siding SCORE project
- Continued support of Metrolink & SB County Transit Operators
- Continue to manage IE Commuter rideshare program
- Manage SBCTA owned rail right of way



Transit & Rail

Project Name	Current Phase	Total Cost (in millions)	Operational/ Complete
Redlands Passenger Rail	Closeout	\$376	2022
Gold Line to Montclair*	Construction/On-hold for Funding	\$97	TBD
West Valley Connector (Phase 1)	Construction	\$320	2025
DMU to ZEMU	DMU Testing/ Construction	\$53	2024
Double Track–CP Lilac to CP Rancho**	Design/On-hold for Funding	\$90	TBD
Tunnel to ONT***	Procurement/Environmental	\$539	2027/TBD

*Funding gap for Montclair extension & no NEPA approval.
 **Funding gap & priority section CP Lilac to Sycamore Ave (Rialto Station) cost is \$53 million.
 ***Funding gap & revised procurement approach under development.



Major Projects

- Freeways/Highways
- Interchanges
- Arterial Projects



Freeway Mainline

	Project Name	Current Phase	Total Cost (in millions)	Open to Public
1	I-10 Eastbound Truck Climbing Lane	Construction	\$36	2024
2	I-15 Corridor Express Lanes (Contract 1)	Design / ROW	\$388	2026
3	I-10 Corridor Express Lanes (Contract 1)	Design / ROW / Construction	\$949	2024
4	I-10 Corridor Express Lanes (Contract 2)	Design / ROW	\$796	2028
5	Slover Mountain Union Pacific Railroad Overhead	Design / ROW	\$32	2025
6	SR 210 Lane Addition	Construction	\$163	2023
7	US-395 Phase 2 Widening Project	Design / ROW	\$75	2027



Attachment: MVSS Budget Presentation PowerPoint (9248 : Budget Overview for Proposed Fiscal Year 2023/2024 Budget)

Interchanges

	Project Name	Current Phase	Total Cost (in millions)	Open to Public
1	I-10 / Mount Vernon	Design / ROW	\$73	2026
2	I-215 / University	Design / ROW	\$23	2024
3	SR 210 / Waterman Interchange	Design / ROW	\$6	2024
4	I-10 / Alabama	Construction	\$14	2023
5	I-10 / Cedar	Construction	\$112	2025
6	SR 210 / Baseline	Construction	\$33	2023
7	I-10 / Wildwood Canyon	Planning / Environmental	\$115	2030
8	SR 60 / Central Avenue	Construction	\$36	2023



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Arterial

	Project Name	Current Phase	Total Cost (in millions)	Open to Public
1	Mount Vernon Avenue Viaduct	ROW / Construction	\$226	2025
2	North First Ave Bridge Over BNSF	Construction	\$71	2024
3	Metrolink ATP Phase 2	Design / Construction	\$8	2024



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Toll Operations

- Collect SBCTA's first toll revenue
- Manage I-10 Express Lanes operations and associated expenses
- Manage the I-10 and I-15 Joint Sub-Committee agenda
 - Seek direction on toll program and tolling policy
 - Present Express Lanes operational statistics



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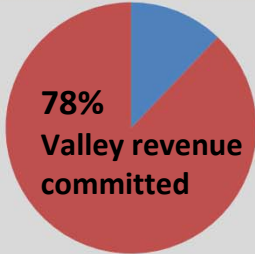
Debt Service


Long-term and short-term financing

- Freeway program
- Interchange program
- Arterial projects
- Metrolink-Rail program
- Express Bus/Rapid Transit program
- Victor Valley Major Local Highway Program



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<p>Freeway Program 80% committed \$338M remains</p> <p>Cajon Pass Program 52% committed \$95 remains</p>	<p>Interchange Program 74% committed \$161M remains</p>	<p>Rail Program 98% committed \$11M remains</p>
<p>Bus Rapid Transit Program 67% committed \$125M remains</p>	<p>78% Valley revenue committed</p> 	<p>Grade Separation Program 73% committed \$54M remains</p>


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Metro Valley Study Session


Fiscal Year **2023/2024**

Budget Overview



San Bernardino County
Transportation Authority





San Bernardino
Council of Governments

Attachment: MVSS Budget Presentation PowerPoint (9248 : Budget Overview for Proposed Fiscal Year 2023/2024 Budget)

Minute Action

AGENDA ITEM: 4

Date: February 9, 2023

Subject:

Contract No. 23-1002833 for Financial Advisory Services and Development of an Operations Model for Toll Operations

Recommendation:

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

Approve Contract No. 23-1002833 in the amount of \$71,125 with PFM Financial Advisors, LLC to provide Financial Advisory Services and create a financial model for toll operations for an initial term through March 1, 2026 and two (2) one-year option terms.

Background:

In January 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors awarded Contract No. 16-1001369 for Financial Advisor Services for the Interstate 10 (I-10) and Interstate 15 (I-15) Corridor Projects. Services provided under the contract included review and support for the Transportation Infrastructure Finance and Innovation Act (TIFIA) Letter Of Intent, development of a financial model, plan of finance and assistance with the TIFIA application process.

Draws on the TIFIA loan initiated in Fiscal Year (FY) 2021/2022 and there is a need to establish an operations model to support the reporting requirements of the TIFIA loan. Included in the loan is a waterfall of funds and reserves are required to be met by Toll and/or Measure I supplement or backstop revenues. It is prudent to ensure compliance with the requirements of the TIFIA loan and the requested Financial Advisor Services will assist SBCTA to adhere to debt covenants and loan requirements. There is also a desire to have the Financial Advisor Services contract available to assist in future toll projects that may require assistance with review and support of future Letters Of Intent, development of other financial models, plans of finance and assistance with other application processes.

The Requests for Proposals (RFP) was released on August 23, 2022, and the notice was received by 645 consultants registered on PlanetBids and was downloaded by 68 firms.

On September 23, 2022, SBCTA received three (3) proposals from Ernst and Young Infrastructure Advisors, Inc., PFM Financial Advisors, LLC and Sperry Capital, Inc.

The Evaluation Committee (Committee) consisted of five SBCTA staff. The procurement professional reviewed each proposal to determine whether it was responsive to the requirements of the RFP. Each panel member independently read and scored each firm's proposal and on October 11, 2022, the Committee met to evaluate and rank the firms based on qualifications, related experience, reference scores, staffing and organization, and work plan. The panel members individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm – 25 points, Proposed Staffing and Project Organization – 30 points, Work Plan - 35 points, and Price- 10 points for a total of 100 points.

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

February 9, 2023

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On, November 8, 2022, all three firms were invited for a virtual interview to further assess their firms’ capabilities in being able to fulfill the obligations of the Scope of Work. The Committee independently scored each firm based on the firms’ answers to the questions.

The interview and technical proposal were weighted 60% and 40%, respectively. PFM Financial Advisors, LLC was ranked number 1, Ernst and Young Infrastructure Advisors, Inc., was ranked number 2, followed by Sperry Capital, Inc. who ranked number 3. As a result of the scoring, the Committee recommended that the contract to perform the scope of work, as outlined in the RFP No. 23-1002833, be awarded to PFM Financial Advisors, LLC. The firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team.

Conclusively, staff recommends PFM Financial Advisors, LLC be awarded the contract in the amount not-to-exceed \$71,125, for an initial term through March 1, 2026, with two (2) one-year option terms. The maximum term of this Contract, including the option terms, if exercised shall not exceed March 1, 2028.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

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

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors Metro Valley Study Session
Date: February 9, 2023

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 23-1002833 Amendment No.: _____
 Contract Class: Payable Department: Finance
 Vendor No.: 03546 Vendor Name: PFM Financial Advisors, LLC
 Description: Financial advisory services for the development of an operation model for toll operations
 List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	71,125.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	71,125.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	71,125.00

Contract Authorization

Board of Directors Date: 3/1/2023 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No _____ N/A _____
 Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date: 3/1/2023 Expiration Date: 3/1/2026 Revised Expiration Date: _____

NHS: N/A 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: 7550	70	0750	0000	52005	44001000			\$ 71,125.00	\$ -
GL:								71,125.00	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
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Trinidad Ruiz Hilda Flores
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Contract has two one-year options with 3/1/2028.

Attachment: CSS [Revision 2] (9131 : Contract No. 23-1002833 for Financial Advisory Services and Operations Model for Toll Operations)

CONTRACT NO. 23-1002833**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****PFM FINANCIAL ADVISORS, LLC****FOR****FINANCIAL ADVISORY SERVICES FOR THE DEVELOPMENT OF AN OPERATIONS
MODEL FOR TOLL OPERATIONS**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and PFM Financial Advisors, LLC (“CONSULTANT”), whose address is 44 Montgomery Street 3rd Floor, San Francisco, CA 94104. SBCTA and CONSULTANT are each a “Party” and are collectively the “Parties”.

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

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

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through March 1, 2026 until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for Two (2) one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed March 1, 2028.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Seventy One Thousand, One Hundred Twenty Five Dollars (\$71,125). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work", and shall be reimbursed pursuant to Exhibit B "Price Form". The hourly billing rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses unless those expenses are included in Exhibit B or otherwise agreed to in writing and approved by SBCTA as required under this Contract.
- 3.3 INTENTIONALLY OMITTED.
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.

- 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.4.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

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

ap@gosbcta.com

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

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

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during

the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

4.4 INTENTIONALLY OMITTED

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

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

4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above upon reasonable notice. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

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

ARTICLE 10. REPORTING AND DELIVERABLES

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

ARTICLE 11. TECHNICAL DIRECTION

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

11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.

11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.

11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

11.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA’s Project Manager does not have the authority to, and may not, issue any Technical Direction which:

11.2.1 Increases or decreases the Scope of Work;

11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

11.2.3 Constitutes a change as defined in the “CHANGES” Article of the Contract;

11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the “COMPENSATION” Article or the time required for Contract performance;

11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;

11.2.6 Interferes with CONSULTANT’s right to perform the terms and conditions of the Contract unless identified herein; or

- 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

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

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

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

services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

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

ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Peter Shellenberger	Engagement Manager
Darren Hodge	Project Support – Transportation Expertise
David Miller	Project Support – Toll Expertise
Brad Gullmino	Project Support – Transportation Policy Expertise
Liang Shan	Project Support – Toll Modeling Expert
Mudra Patel	Day to Day Support – Toll Modeling Expert
Eric Heidel	Day to Day Support – Quantitative Analyst

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same or (d) unless disclosure is required by law or judicial or regulatory process, in which case CONSULTANT shall provide written notice to SBCTA prior to such disclosure. Any materials and information referred to in this Article, which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA’s Confidentiality Policy; anyone who may have access to Personally Identifiable Information (“PII”) and/or Sensitive Security Information (“SSI”) will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall

- preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.
- 18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$4,000,000
- Coverage shall be appropriate for the CONSULTANT’S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain “tail” coverage for a minimum of three (3) years after Contract completion.

21.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

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

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers’ compensation laws in effect during performance of the Work by CONSULTANT or any

subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

21.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$3,000,000 each occurrence and in the aggregate.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

21.1.4 Umbrella/Excess CGL. The policy must include the following:

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

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

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Cyber Liability Insurance. appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per claim made. Any policy issued on a claims made basis shall have a retro date that is prior to the start of any contract with SBCTA. Claims made policies will require tail coverage for no less than five (5) year after the last payment on this contract is issued by SBCTA. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation, Cyber Liability, and Professional Liability insurance, shall be endorsed by an endorsement that provides the broadest additional insured coverage available in the commercial insurance market at the time of initial issuance and at each renewal,, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each applicable policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any

deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$200,000 , the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants', automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, except for Professional Liability, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com, to the attention

of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

- 21.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 21.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.12 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, the SBCTA's Entities and their authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness,

or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

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

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

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

managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To CONSULTANT	To SBCTA
44 Montgomery Street 3 rd Floor	1170 W. 3rd Street, 2nd Floor
San Francisco, CA 94104	San Bernardino, CA 92410-1715
Attn: Peter Shellenberger	Attn: Hilda Flores
Email: shellenbergerp@pfm.com	Email: hflores@gosbcta.com
Phone: 415-982-5544	Phone: (909) 884-8276
2 nd Contact: Darren Hodge	Copy: Procurement Manager
Email: hodged@pfm.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

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

33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA unless required to do so by law or judicial or regulatory process, in which case CONSULTANT shall provide written notice to SBCTA prior to such release.

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code section 8350 et seq.

ARTICLE 40. ASSIGNMENT

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

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. INTENTIONALLY OMITTED

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

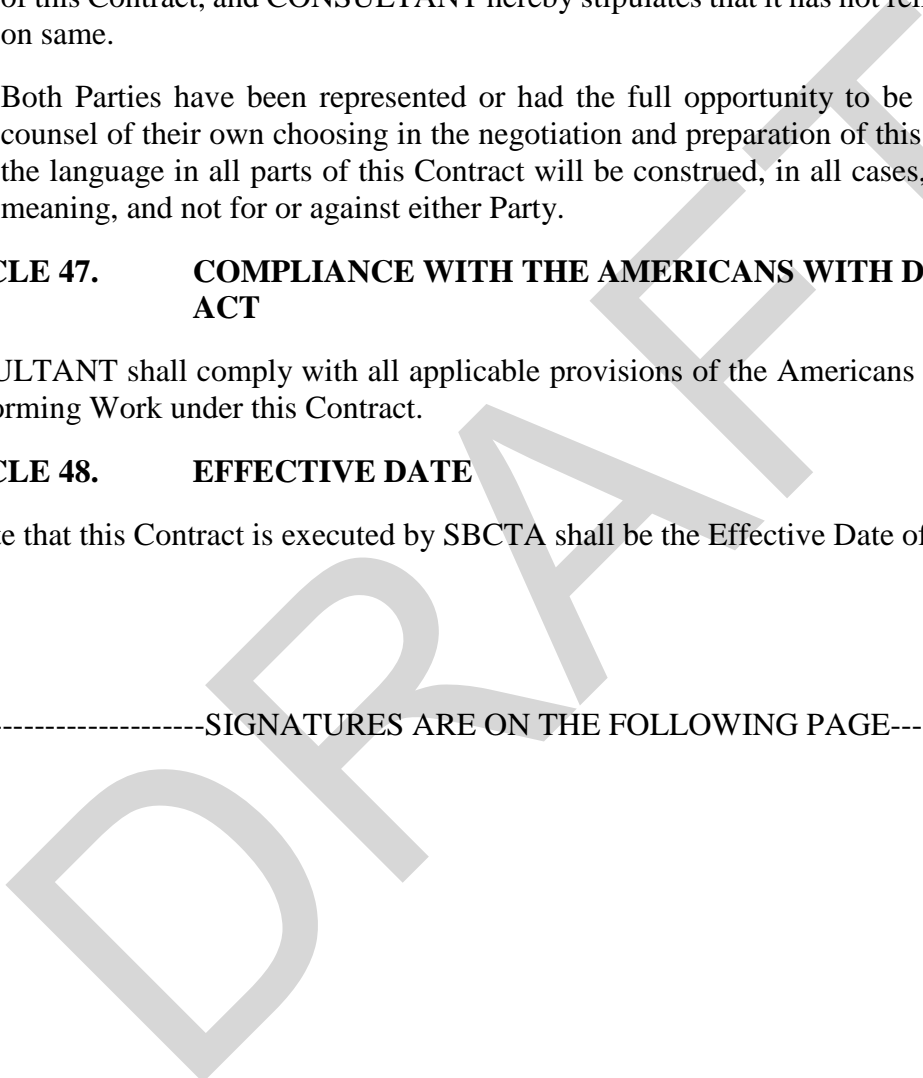
ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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



Attachment: 23-1002833 (PDF) (9131 : Contract No. 23-1002833 for Financial Advisory Services and Operations Model for Toll Operations)

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

PFM Financial Advisors, LLC

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Peter Shellenberger
Managing Director

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Sarah Hollenbeck
Managing Director

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

EXHIBIT A SCOPE OF WORK

FINANCIAL ADVISORY SERVICES FOR THE DEVELOPMENT OF AN OPERATIONS MODEL FOR TOLL OPERATIONS

OVERVIEW

Highways and interstates within San Bernardino County represent critical routes for commuters, recreational, and goods movement traffic across the region. Many of these facilities experience congestion which is expected to worsen as the County population continues to grow. San Bernardino County Transportation Authority (SBCTA) is currently developing projects on the Interstate 10 (I-10) and Interstate 15 (I-15) corridors to provide tolled express lanes to address this congestion. The Financial Advisor for these Corridor Projects, referred to herein as CONSULTANT, shall provide a range of financial services required to support and lead the effective planning, tracking, and reporting of the toll operations as well as planning for viable financing alternatives for future projects on the I-10 and I-15 corridors. The CONSULTANT will also assist in guiding the operations reporting and flow of funds as required in the related bond/loan indentures.

Project Descriptions

I-10 Corridor Project

The approved I-10 Corridor Project provides for one to two express lanes in each direction for approximately 33 miles from the Los Angeles County Line to Ford Street in Redlands. The project will be delivered in separate contract packages, known as I-10 Corridor Contract 1 (Los Angeles County Line to I-15), I-10 Corridor Contract 2 (I-15 to Pepper Avenue), and I-10 Corridor Contract 3 (Pepper Avenue to Interstate 215). Additional I-10 contract packages may also be considered from Interstate 215 to Ford Street. The Fully Funded Phase (Contract 1) is currently under construction by way of a design-build delivery process providing two express lanes from the Los Angeles/San Bernardino County line to I-15. The \$929 million project is partly funded by a \$225 million TIFIA loan.

Major project milestones for the I-10 Corridor Project(s) are as follows:

- I-10 Corridor Project Approval (PA)/Environmental Document (ED) Approval (7/6/17)
- Award Toll Services Provider (TSP) Contract to TransCore Holdings Inc. / Issue TSP Notice To Proceed (NTP)1 (6/13/18)
- Award Design-Builder (DB) Contract to Lane-Security Paving Joint Venture (8/16/18)
- Issue DB NTP 1 (9/7/18)
- FHWA Approves Initial Financial Plan (IFP) (9/19/18)
- Issue TSP Contract NTP2 (2/15/19)
- Issue DB Contract NTP2 (3/11/19)
- TIFIA Close of Finance (4/26/19)
- Begin Construction (DB Contract) (4/28/20)
- TIFIA interest rate reset, new loan closed (6/17/21)
- DB/TSP Contract Substantial Completion (August 2023)
- Revenue Service Commencement (August 2023)
- DB Contract Final Acceptance (December 2023)

- Project closeout (March 2024)

Additional information on this project can be found at [I-10 Express Lanes - SBCTA \(gosbcta.com\)](https://www.gosbcta.com/I-10-Express-Lanes).

I-15 Corridor Project

The approved I-15 Corridor Project provides for one to two express lanes in each direction for approximately 14 miles from Cantu-Galleano Ranch Road south of State Route 60 to Duncan Canyon Road north of SR-210. Additional projects may be considered extending north to US-395. The first phase of the project from south of Cantu-Galleano Ranch Road in Riverside County to north of Foothill Boulevard is known as the I-15 Corridor Freight and Express Lanes Project - Contract 1 and will be delivered through a Design-Bid-Build approach utilizing traditional funding sources.

The current milestones are as follows:

- I-15 Corridor Project Approval (PA)/Environmental Document (ED) initiated (October 2014)
- Completion of PA/ED phase/ED Approval (December 2018)
- Completion of Design (PS&E) phase (May 2023)
- Begin Procurement phase (June 2023)
- Commence Construction (January 2024)
- Revenue Service Commencement (July 2026)
- Completion of Construction phase (May 2027)
- End Closeout Phase (August 2027)

Additional information on this project can be found at [I-15 Express Lanes - SBCTA \(gosbcta.com\)](https://www.gosbcta.com/I-15-Express-Lanes).

Deliverables

The deliverables to be provided will be driven by the substantial completion of I-10 Corridor Contract 1, evaluation of financing strategies for new projects (or subsequent phases), and achieving financial close for new projects (or subsequent phases). Performance of the CONSULTANT services will include close coordination with SBCTA, the SBCTA Toll Service Provider, the SBCTA Traffic and Revenue (T&R) consultant, and the I-10 and I-15 environmental and engineering consultants.

I-10 Corridor Contract 1 Substantial Completion

CONSULTANT shall perform the following services:

1. Furnish a Project Manager to coordinate all CONSULTANT activities with SBCTA.
2. Develop an operations model that incorporates the reporting requirements in the TIFIA loan for the I-10 Contract 1. Items to be include in the operations model:
 - a. Calendar of events that will trigger any prepayment(s), deposits to reserve accounts,
 - b. Schedule of events requiring TIFIA notification (substantial completion, change to projected substantial completion, etc.),
 - c. Monthly calculations/tracking of the flow of funds to all accounts per the requirements of the TIFIA loan agreement.
 - d. Compare Base case financial model against budgeted and actuals,
 - e. Debt matrix and coverage debts as well as other debt inputs per the TIFIA loan agreement,
 - f. Schedule to track major maintenance and repairs, to be started five years after substantial completion,
 - g. Schedule for the Annual operating budget and compare against actuals for expenditures and revenues
 - h. Operations and Maintenance (O&M) reporting,

- i. Monthly/quarterly traffic and operations reports, and
 - j. Other required reports/schedules.
3. Coordinate with the rating agencies to provide information necessary for the annual ratings.
 4. Coordinate with the Toll Service Provider to obtain the detailed information for reporting, including financial and traffic reporting.

In performing the above services, CONSULTANT shall coordinate with the SBCTA finance team, which may include monthly/quarterly meetings.

Potential additional Services for I-10 Corridor Contract 2 /3, I-15 Corridor Contract 1 and other I-10 and I-15 Projects that have not yet been identified

The deliverables shall include general express lanes financial advisor support as needed to assist SBCTA in the continued decision making on future express lanes projects. Support may include development of an initial financial model as directed by SBCTA.

Additional services to be included in the scope of work but not the budgeted hours as the schedule and financing approach for the projects are not defined at this time.

The additional services shall be focused on achieving the following major Project milestones:

- Financial Model Development
- Indicative Rating and TIFIA Term Sheet or Other Credit Requirements
- Financial Close

The initial financial model and plan shall focus on assisting SBCTA with continued funding and financing decision making for each project. Should toll-based financing be selected for an identified project, CONSULTANT services will focus on achieving an Indicative Rating and TIFIA Term Sheet. Following completion of the initial plan, the plan shall be updated and finalized to support financial close.

Close coordination with SBCTA, the SBCTA T&R consultant, and environmental/engineering consultants will be a key requirement for the CONSULTANT.

CONSULTANT shall perform the following services:

1. Furnish a Project Manager to coordinate all CONSULTANT activities with SBCTA.
2. Periodically advise SBCTA regarding market conditions and financial strategies that could reduce the overall financing cost and/or the associated risk for SBCTA.
3. Develop a financial model that incorporates latest requirements for TIFIA, other credit, toll revenue bonds, SBCTA measure funds, and other available state and local revenue sources for each project. CONSULTANT shall make market-based assumptions for key financial inputs, including the proper use of discount rates, effective combination of senior and subordinate debt instruments, reasonable inflation rates, and appropriate values for debt service coverage ratios, reserve funds, capitalized interest and other financial inputs. Provide SBCTA with multiple financing alternatives, and recommend an optimal plan including an explanation of the basis for the recommendation. Emphasis shall be placed on developing a debt structure that is both deliverable and in the best interests of SBCTA.

4. Provide sensitivity analyses of the financial model as needed to support project financing and policy decision making.
5. Coordinate with SBCTA T&R consultant as needed during the development of Investment Grade T&R forecast, including review of the T&R results, and incorporate T&R results into the financial model.
6. Coordinate with consultants performing the PA/ED work, including review of capital cost estimates and O&M estimates, lifecycle costs and incorporate the resulting costs into the financial model.
7. Prepare a summary report for each project financing that would document the forecasting methodology, assumptions, inputs, findings and results. Discuss the different financial options that were considered and why the recommended financial structure represents the best value to SBCTA. Summary documents shall include a Financial Plan, pursuant to current FHWA guidance, and a Plan of Finance to support the TIFIA/other credit process and toll revenue bond financing.
8. Develop documents, exhibits, or other financial summaries that support the credit rating agency review process.
9. Participate in meetings as needed with SBCTA including presentations to rating agencies, bond insurers, institutional investors, and the TIFIA Joint Program Office to support a toll revenue bond financing and the process to acquire a TIFIA/other credit loan.
10. Lead the TIFIA/other credit process by developing documents that support the TIFIA application process including Letter of Interest, project presentation, TIFIA application, and any other support needed to secure TIFIA funding. Provide support during the TIFIA Credit Agreement negotiation and finalization.
11. Provide support and negotiate pricing of toll revenue bonds with the SBCTA financial underwriter team. If applicable, develop marketing strategies and an investor outreach plan which will result in the most favorable terms for the toll revenue bond financings.
12. Assist with financial plan sections of any required NEPA documents.
13. Provide additional financial advisor services as needed to support continued decision making and financial close for each of the three listed projects.

In performing the above services, CONSULTANT shall coordinate with the SBCTA Finance team, including other SBCTA Financial Advisor, bond and disclosure counsel, and a team of financial underwriters, as directed by SBCTA.

Services listed above may be expanded, reduced or eliminated if toll-based financing is not ultimately selected for one or more of the identified projects, or if one or more of the projects scheduled are delayed.



EXHIBIT B -PRICE PROPOSAL for Time and Materials

23-1002833

Key Personnel

Name	Classification/Title	Job Function	No. of Hours	Hourly Rate
Peter Shellenberger	Managing Director	Engagement Manager	65	\$ 350
Darren Hodge	Director	Project Support	5	\$ 325
David Miller	Managing Director	Project Support	15	\$ 350
Brad Guilmino	Director	Project Support	5	\$ 325
Liang Shan	Director	Project Support	15	\$ 325
Mudra Patel	Sr. Managing Consultant	Project Support	95	\$ 300
Eric Heidel	Sr. Analyst	Project Support	20	\$ 250
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
		TOTAL:	220	\$ 69,625

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost	Estimated Budget Amount
Eligible expenses reimbursable with appropriate documentation and receipts	\$	\$ 1,500
	\$	\$
	\$	\$
	\$	\$
	\$	\$

PFM Financial Advisors LLC
Proposer

Signature of Authorized Person

11/29/2022

Date

Minute Action

AGENDA ITEM: 5

Date: February 9, 2023

Subject:

Major Projects Status Report through December 2022

Recommendation:

Receive the Major Projects Status Report for the period through December 2022.

Background:

The Major Projects Status Report for the period through December 2022, is a high-level summary of relevant project information. This information is presented to provide schedules, cost, funding, and work descriptions for current active projects being managed by the Project Delivery group. San Bernardino County Transportation Authority (SBCTA) staff would also like to highlight the following activities for this period:

1. Metrolink Accessibility Improvement Project Phase II:

The Metrolink Station Accessibility Improvement Project Phase II will utilize Local and Active Transportation Program (ATP) funds to provide pedestrian and bicycle improvements at five (5) Metrolink Stations and the Pacific Electric Bike Trail in the cities of Montclair, Upland, Rancho Cucamonga, Fontana, and San Bernardino. Improvements include; sidewalks, curb access ramps, bike lanes, wayfinding signs, and crosswalks. The 95% Plans, Specifications, and Estimates (PS&E) package was submitted on April 4, 2022; the 100% PS&E package was submitted June 2, 2022; the Environmental Revalidation was approved on December 12, 2022; the Amendments to the City Cooperative Agreements are targeted to be approved at the February 1, 2023 SBCTA Board meeting; and the project design is complete. Federal funding allocation is targeted for early summer 2023 and construction is scheduled to begin fall of 2023 with construction completion towards the fall of 2024.

2. Interstate 15 (I-15) Corridor Freight and Express Lane Project – Contract 1:

The Environmental Document (ED) for the I-15 Corridor Project was approved in December 2018. The Project will be delivered in multiple construction packages. The first construction package, known as the I-15 Corridor Freight and Express Lanes Project – Contract 1, will construct one (1) to two (2) express lanes in each direction from south of State Route (SR) 60, in the County of Riverside, to north of Foothill Boulevard, in the City of Rancho Cucamonga, and add auxiliary lanes at select locations in order to improve freight movement and reduce traffic congestion. The 95% PS&E milestone was achieved in July 2022. The 100% PS&E milestone was completed on January 12, 2023 and is currently being reviewed by SBCTA staff. The Construction Management Services firm has been selected and was approved by the Board of Directors on September 7, 2022. Coordination with Riverside County Transportation Commission (RCTC) and the California Department of Transportation (Caltrans) is ongoing regarding the interface between the Riverside and San Bernardino County portions of the work. The project is anticipated to be Ready-to-List in May 2023 and is dependent on approval of the RCTC and SBCTA agreement and Transportation Infrastructure Finance and Innovation Act (TIFIA) concurrence. Staff is planning to request allocation of the

Entity: San Bernardino County Transportation Authority

Trade Corridor Enhancement Program (TCEP) funds at the June 2023 California Transportation Commission (CTC) meeting so that the project can be advertised in October 2023. A construction contract is anticipated to be awarded at the December 2023 SBCTA Board meeting. Construction is anticipated to begin in early 2024 and is anticipated to take approximately two and one half (2 ½) years to complete. This \$348 million project is funded by a combination of State and Measure I funds.

3. Mount (Mt.) Vernon Avenue Viaduct Project:

Located in the City of San Bernardino, this project entails the deconstruction of the existing, structurally deficient bridge over the BNSF Railway mainline tracks, intermodal yard and Metrolink mainline tracks replacing it with a new wider and longer bridge that meets current design standards. Deconstruction of the existing Mt. Vernon Avenue bridge was completed in May 2021. This eliminated a significant safety concern. The project has faced challenges in coordination with BNSF, acquisition of Right-of-Way (ROW), and Southern California Edison utility relocations. Since the bridge construction will be taking place above the BNSF rail yard and tracks, ROW access is critical. To allow the design-build contractor greater work windows between two adjacent tracks, BNSF is constructing two shoofly tracks to serve as mitigation for track closures during construction. BNSF has committed to completing this work and allowing SBCTA access by September 2023. Metrolink mitigation work is underway and is anticipated to be completed in March 2023. An Order of Possession was received from the court on two properties located on the south side of the bridge that were required for the project. SBCTA staff is currently working on securing ROW on the north side of the project. SBCTA staff is also currently working with the contractor to potentially begin some work activities outside of BNSF ROW in the spring of 2023. Completion for beneficial use is anticipated in early 2025. This \$225 million project is funded by a combination of Federal, State and local funds which includes a project contribution from BNSF Railway, the City of San Bernardino Measure I Arterial funds and City of San Bernardino Developer Impact Fees (DIF).

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

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

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: February 9, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 6

Date: February 9, 2023

Subject:

Interstate 10 Corridor Freight and Express Lanes Project - Contract 2: Right-of-Way 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:

Approve Cooperative Agreement No. 23-1002935 with the California Department of Transportation (Caltrans) for the Right-of-Way phase for the Interstate 10 Corridor Freight and Express Lanes Project - Contract 2, wherein SBCTA will reimburse Caltrans up to \$200,000 for oversight services payable from Measure I funds, and authorize the Executive Director, or his designee, to finalize and execute the Agreement upon General Counsel final approval as to form.

Background:

The Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 (Project) will include a single express lane in the median in each direction from Interstate 15, in the City of Ontario, to Pepper Avenue, in the City of Colton. The first 10 miles of the I-10 Corridor Project are currently under construction as Contract 1 and are scheduled to open for beneficial use in 2023. On October 6, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) directed staff to explore a single express lane strategy for the next segment on the I-10 Corridor Project to be consistent with the State’s Guideline Principles for Transportation Investment.

On July 6, 2022, the Board approved Cooperative Agreement No. 23-1002834 with the California Department of Transportation (Caltrans) to define roles, responsibilities, and funding commitments for the Plans, Specifications, and Estimates (PS&E) phase of the Project.

On July 6, 2022, the Board approved award of Design Contract No. 22-1002722 to Associated Civil & Transportation Consulting Engineers, Inc., dba Advanced Civil Technologies (ACT), to perform the PS&E tasks for the Project.

Following the initiation of PS&E phase, a cooperative agreement with Caltrans is required to define roles, responsibilities, and funding commitments for the Right-of-Way (ROW) phase. Under Cooperative Agreement No. 23-1002935, SBCTA would be the implementing agency for the ROW phase with Caltrans providing ROW oversight. Since the Project is a revenue generating project, this agreement is a payable agreement where SBCTA will reimburse Caltrans up to \$200,000 for their oversight services from Measure I funds.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget for Task No. 0820 Freeway Projects, Sub-Task No. 0821 I-10 Corridor Project - Contract 2.

Reviewed By:

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

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item
February 9, 2023
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agreement.

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: February 9, 2023
Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 23-1002935 Amendment No.: _____
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 00450 Vendor Name: California Department of Transportation (Caltrans)
 Description: ROW Cooperative Agreement for I-10, Contract 2

Dollar Amount					
Original Contract	\$	200,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	200,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	200,000.00

Contract Authorization

Board of Directors Date: 3/1/2023 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

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

Accounts Payable

Estimated Start Date: 3/1/2023 Expiration Date: 12/31/2039 Revised Expiration Date: _____
 NHS: Yes OMP/QAP: Yes Prevailing Wage: Yes

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL: 4110	40	0820	0821	52005	41100000	640	Measure I Fwy	200,000.00	-
GL:								200,000.00	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Parent Contract _____ PM Description _____
 Z-Related Contracts _____

Sal Chavez _____ Henry Stultz _____
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: CSS_23-1002935 [Revision 1] (9185 : I-10 Contract 2 Caltrans ROW Cooperative Agreement)

Project No. 0820000147

EA 0C253

08-SBD-10-10/21

SBCTA Contract No. 23-1002935

COOPERATIVE AGREEMENT COVER SHEET

Work Description

THE PROJECT WILL PROVIDE ONE EXPRESS LANE IN EACH DIRECTION JUST EAST OF I-15 TO PEPPER AVENUE IN COLTON, CONNECTING TO THE I-10 CORRIDOR CONTRACT 1 EXPRESS LANES CURRENTLY UNDER CONSTRUCTION

Contact Information

CALTRANS

Raghuram Radhakrishnan, Project Manager

464 W. Fourth Street

San Bernardino, CA 92407

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Email: raghuram.radhakrishnan@dot.ca.gov

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Heng Chow, Project Manager

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

Office Phone: (909) 884-8276

Email: hchow@gosbcta.com

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DRAFT

Attachment: 23-1002935 Revised 1-17-23 (9185 : I-10 Contract 2 Caltrans ROW Cooperative Agreement)

COOPERATIVE AGREEMENT (DRAFT)

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, *the project will provide one express lane in each direction just east of I-15 to Pepper Avenue in Colton, connecting to the I-10 Corridor Contract 1 express lanes currently under construction* 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:
 - RIGHT-OF-WAY

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 completed the PA&ED (Project Approval and Environmental Document) under Cooperative Agreement Nos. 08-1374, 08-1374 A/1, 08-1374 A/2 and 08-1374 A/3.
 - SBCTA is in the process of developing the PS&E (Plans, Specifications and Estimate) under Cooperative Agreement No. 08-1753.
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 RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY 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. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

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

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

If a PARTY anticipates that funding for the WORK will be insufficient to complete the WORK, the PARTY will promptly notify the SPONSOR.

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

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

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

- 20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
- 21. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

CEQA/NEPA Lead Agency

- 22. CALTRANS is the CEQA Lead Agency for the PROJECT.
- 23. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

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

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board

RIGHT-OF-WAY

- 27. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, SBCTA is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

28. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.xx Quality Management-Reimbursed QMA revenue generating project	Yes

- 29. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS’ policies, procedures, standards, practices, and applicable agreements.
- 30. SBCTA will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.
- 31. SBCTA will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
- 32. SBCTA will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
- 33. Acquisition of right-of-way will not occur prior to the approval of the environmental document without written approval from the CEQA Lead Agency.
- 34. SBCTA will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

SBCTA will conduct and document Condemnation Evaluation Meetings and Condemnation Panel Review Meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Evaluation Meetings and Condemnation Panel Review Meetings.

35. If SBCTA acquires any right-of-way to be incorporated into the State Highway System, SBCTA will first acquire in its own name.

No right-of-way will be acquired in CALTRANS' name.

Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right-of-Way Closeout activities are complete.

36. SBCTA will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

SBCTA will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

SBCTA will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

37. 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.
38. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by SBCTA verifying that the title is free of all encumbrances and liens. Upon acceptance, SBCTA will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
39. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

Schedule

40. 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.
41. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

Additional Provisions

Standards

42. 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
- Right of Way Manual
- Stewardship Agreement

Noncompliant Work

43. CALTRANS retains the right to reject noncompliant WORK. SBCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

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 will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

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 paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

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. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
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.

Accounting and Audits

60. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

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

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

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

62. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and SBCTA will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

63. 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.
64. 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

65. 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

66. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
67. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
68. 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

69. 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

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

Venue

71. 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

72. 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

73. 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.
74. 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

75. 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.
76. 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

77. 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.

78. 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

79. 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

80. 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.

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

Prevailing Wage

82. 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.

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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**

Rebecca Guirado
District 8 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: 23-1002935 Revised 1-17-23 (9185 : I-10 Contract 2 Caltrans ROW Cooperative Agreement)

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u>					
<u>IMPLEMENTING AGENCY</u> →			<u>SBCTA</u>		Totals
Source	Party	Fund Type	R/W SUPPORT	R/W CAPITAL	
LOCAL	SBCTA	Measure	1,161,000	4,839,000	6,000,000
Totals			1,161,000	4,839,000	6,000,000

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Attachment: 23-1002935 Revised 1-17-23 (9185 : I-10 Contract 2 Caltrans ROW Cooperative Agreement)

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SPENDING SUMMARY

Fund Type	R/W Support		R/W CAPITAL	Totals
	CALTRANS	<u>SBCTA</u>	<u>SBCTA</u>	
Measure	200,000	961,000	4,839,000	6,000,000
Totals	200,000	961,000	4,839,000	6,000,000

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Attachment: 23-1002935 Revised 1-17-23 (9185 : I-10 Contract 2 Caltrans ROW Cooperative Agreement)

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

Invoicing and Payment

4. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.

5. If SBCTA has received EFT certification from CALTRANS then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
6. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

RIGHT-OF-WAY Support

7. CALTRANS will invoice SBCTA for a \$25,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of R/W SUPPORT expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and SBCTA will reimburse for actual costs incurred and paid.

RIGHT-OF-WAY Capital

8. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

Minute Action

AGENDA ITEM: 7

Date: February 9, 2023

Subject:

I- 10 Corridor Freight and Express Lanes Project (Contract 2) Right-of-Way Appraisals and Offers

Recommendation:

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

- A. Authorize staff to complete appraisal of properties identified in Table A and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the I-10 Corridor Freight and Express Lanes Project (Contract 2); and
- B. Authorize the Director of Project Delivery to add or remove parcels in Table A, as deemed necessary for the Project.

Background:

San Bernardino County Transportation Authority (SBCTA) is proceeding with the delivery of the I-10 Corridor Freight and Express Lanes Project (Contract 2). The acquisition of Temporary Construction Easements (TCE) and Partial Fee Takes from 97 properties, which includes two (2) Common Street Area, two (2) industrial, 12 Railroad, one (1) retail, 53 commercial, and 27 residential properties, are required to construct and operate the Project.

It is anticipated that in March 2023, a cooperative agreement will be approved between SBCTA and the California Department of Transportation (Caltrans), authorizing expenditures for Right-of-Way (ROW) and defining SBCTA's role as the lead agency for acquisition of ROW. Costs for ROW on this Project will be funded with Measure I. Environmental approval occurred on May 15, 2017, and staff would like to proceed with appraisals. The anticipated property rights needed for the Project are listed in Table A below.

Table A: Anticipated Property Rights Needed

Assessor Parcel Number	Current Owner	Current Land Use	Remarks
023-805-246	Shea Center Ontario	Common Street Area	TCE-Retaining Wall
023-805-246	Shea Center Ontario	Common Street Area	Fee-EB Off at Etiwanda Ave
023-805-244	Shea Center Ontario	Industrial	TCE-Retaining Wall
023-805-253	VID Enterprises LCC	Industrial	Fee-EB Off at Etiwanda Ave
023-601-110	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier

Entity: San Bernardino County Transportation Authority

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023-603-114	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
023-603-115	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
023-604-125	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-114-127	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-114-114	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-422-111	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-324-214	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-424-114	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-424-106	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
013-221-104	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
025-416-101	Southern Pacific Railroad Company	Railroad	TCE-Retaining Wall/Barrier
023-805-139	Pancal Ontario Phase Two 255 LLC	Commercial-Landscape Area	TCE-Retaining Wall/Barrier
023-805-140	Pancal Ontario Phase Two 255 LLC	Commercial-Landscape Area	TCE-Retaining Wall/Barrier
N/A	City of Ontario	Public Right-of-Way	TCE-Retaining Wall/Barrier
023-425-218	Starlite Mgmt-III LP	Residential	TCE-Sound Wall
023-425-202	David Dominguez Hooper	Residential	TCE-Sound Wall
023-425-203	Armando Villa	Residential	TCE-Sound Wall
023-425-204	Gustavo De La Cruz	Residential	TCE-Sound Wall
023-425-205	Parham Ghodsi	Residential	TCE-Sound Wall
023-425-206	Mushegain Indust Prop LP	Residential	TCE-Sound Wall
023-425-207	Romero Abele A.	Residential	TCE-Sound Wall
023-425-208	Julie Marie Trinh	Residential	TCE-Sound Wall
023-425-209	Louie A. Sierr	Residential	TCE-Sound Wall
023-425-210	Isidro Mendoza	Residential	TCE-Sound Wall
023-425-214	Uriel Iraheta	Residential	TCE-Sound Wall
023-425-213	Lizbeth Jeanette Godina	Residential	TCE-Sound Wall
023-425-217	Kal Freight Inc	Residential-Vacant	TCE-Sound Wall
023-517-226	Rosa Fernandez	Commercial	TCE-Sound Wall
023-517-217	J. Refugio Esparza	Residential	TCE-Sound Wall
023-517-218	Starlite Management	Residential	TCE-Sound Wall
023-517-010	Lupita Garci	Residential	TCE-Sound Wall

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023-517-019	Jose A. Lomeli	Residential	TCE-Sound Wall
023-517-020	14997 Washington LLC	Commercial	TCE-Sound Wall
023-517-014	14997 Washington LLC	Commercial	TCE-Sound Wall
023-517-015	Hugo Cesar Rodriguez Saldana	Residential	TCE-Sound Wall
023-517-024	Barbara Yescas	Commercial	TCE-Sound Wall
023-517-025	Barbara Yescas	Commercial	TCE-Sound Wall
023-517-022	Barbara Yescas	Commercial	TCE-Sound Wall
023-517-023	Gustavo De La Cruz	Commercial	TCE-Sound Wall
023-517-009	Gustavo De La Cruz	Commercial	TCE-Sound Wall
023-517-008	Sabrenda L. Gutierrez	Commercial	TCE-Sound Wall
023-517-001	Fernando Yanez Sr Family Living Trust	Commercial	TCE-Sound Wall
023-518-214	Edmundo Beltran Cazarez	Commercial	TCE-Sound Wall
023-518-215	Edmundo Beltran Cazarez	Commercial	TCE-Sound Wall
023-518-211	Elizebeth Espinoza	Commercial	TCE-Sound Wall
023-518-210	Arnoldo Espinoza	Commercial	TCE-Sound Wall
023-518-207	David Ayala	Commercial	TCE-Sound Wall
023-518-206	Santi Trust	Commercial	TCE-Sound Wall
023-518-205	Leo B. Galvan	Commercial	TCE-Sound Wall
023-518-204	Joseph G. McLoughlin Living Trust	Commercial	TCE-Sound Wall
023-518-203	Joseph G. McLoughlin Living Trust	Commercial	TCE-Sound Wall
023-518-213	Mario A. Benitez	Commercial	TCE-Sound Wall
023-521-113	IPT Valley Logistics Center LLC	Commercial	Fee-Drainage
025-113-214	Duncan T. Bush	Residential-Vacant	TCE-Sound Wall
025-113-208	Andres Garcia	Residential	TCE-Sound Wall
025-116-207	Baltimore N. Diaz	Residential	TCE-Sound Wall
025-120-104	Valencia Gateway Retail IV LLC	Retail-Parking	TCE-Retaining Wall
025-121-119	Extra Space Properties Forty LLC	Commercial-Landscape Area	TCE-Sound Wall
025-121-121	Sierra ME LLC	Mobile Park	TCE-Sound Wall
025-221-102	Villa Fontana Mobiles Estates LLC	Mobile Park	TCE-Sound Wall
025-211-130	Bell Plaza LLC	Commercial-Landscape Area	TCE-Sound Wall
025-212-116	Vataylor LLC	Commercial-Landscape Area	TCE-Sound Wall
025-214-201	Carlos Garcia	Commercial/Residential	TCE-Sound Wall
025-214-205	ATHSP LLC	Commercial/Residential	TCE-Sound Wall
025-214-206	ATHSP LLC	Commercial/Residential	TCE-Sound Wall
025-214-244	Leon R. Rodarte Sr	Commercial/Residential	TCE-Sound Wall

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025-214-245	Arlon Transportation LLC	Commercial/Residential	TCE-Sound Wall
025-214-237	Felipe Cardenas	Commercial/Residential	TCE-Sound Wall
025-214-234	Felipe Cardenas	Commercial/Residential	TCE-Sound Wall
025-214-235	RJL Revocable Living Trust	Commercial/Residential	TCE-Sound Wall
025-214-210	Pedro P. Custodio	Commercial/Residential	TCE-Sound Wall
025-214-209	Pedro P. Custodio	Commercial/Residential	TCE-Sound Wall
025-214-211	Cid Family Trust	Commercial/Residential	TCE-Sound Wall
025-214-212	Cid Family Trust	Commercial/Residential	TCE-Sound Wall
025-214-248	Juan Palacios	Commercial/Residential	TCE-Sound Wall
025-214-241	Kamol Kamilovich Abduvahabov	Commercial/Residential	TCE-Sound Wall
025-214-240	Pena Brothers LLC	Commercial/Residential	TCE-Sound Wall
025-214-233	Vera G. Reichert	Commercial/Residential	TCE-Sound Wall
025-214-238	Julio C. Robles	Commercial/Residential	TCE-Sound Wall
025-214-239	Julio C. Robles	Commercial/Residential	TCE-Sound Wall
025-214-227	Erasmus Robles	Commercial/Residential	TCE-Sound Wall
025-214-228	Erwin Weinhart	Commercial/Residential	TCE-Sound Wall
025-214-229	Erwin Weinhart	Commercial/Residential	TCE-Sound Wall
025-214-230	Everardo Cortez Revocable Living Trust	Commercial/Residential	TCE-Sound Wall
025-214-219	Ruben Zepeda Caballero	Commercial/Residential	TCE-Sound Wall
025-214-220	Dennis L. Frogge Living Trust	Commercial/Residential	TCE-Sound Wall
025-214-221	Anania Furdui	Commercial/Residential	TCE-Sound Wall
025-214-222	Anania Furdui	Commercial/Residential	TCE-Sound Wall
025-116-116	Eliodoro Gutierrez	Residential	TCE-Sound Wall
025-216-115	Aaron Arellano	Residential	TCE-Sound Wall
013-221-111	William Kalmikov	Residential	TCE-Retaining Wall
013-221-108	William Kalmikov	Residential	TCE-Retaining Wall

Upon completion of appraisals, Just Compensation will be offered to property owners of record, in an amount not less than the appraised value of the property rights required for Project implementation. Staff will make diligent efforts to reach settlements with affected property owners. Per the terms of the cooperative agreement, in the event that settlement agreements cannot be reached with property owners, as the lead for eminent domain, the SBCTA Board of Directors will conduct Resolutions of Necessity (RON) hearings to consider adoption of RONs as necessary.

As the final design progresses, the property rights needed and properties listed in Table A could slightly change. For the purposes of streamlining the ROW process, and in order to meet the Project schedule, staff recommends the Director of Project Delivery be authorized to make changes to Table A, provided the properties are environmentally cleared. Any changes will be

Board of Directors Metro Valley Study Session Agenda Item

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presented at a future Board of Directors Metro Valley Study Session meeting as an informational item.

The anticipated property rights needed currently consist of TCEs needed to construct the Project and permanent access control limits needed to accommodate safe ingress and egress to adjacent properties when the future geometric configuration of the facility is in place.

The anticipated property rights needed currently consists of sliver fee acquisitions, permanent easement, and TCEs needed to construct, operate, and maintain the Project.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

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

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: February 9, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 8

Date: February 9, 2023

Subject:

Contract Task Order No. 15 for Right-of-Way Services for Interstate 10 Corridor Contract 2

Recommendation:

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

Approve and execute Contract Task Order (CTO) No. 15 to Contract No. 18-1001909 in the amount of \$909,829.30 for Right-of-Way Services for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 2, to Overland Pacific and Cutler, Inc.

Background:

On March 7, 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded On-Call Right-of-Way (ROW) Services Contracts to Bender Rosenthal, Inc. (Contract No. 18-1001823), Property Specialists, Inc. (Contract No. 18-1001906), Epic Land Solutions, Inc. (Contract No. 18-1001907), and Overland Pacific and Cutler, Inc. (Contract No. 18-1001909), with the intent to competitively award Contract Task Orders (CTOs) as the need arises.

The Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 is currently in final design phase and it is anticipated that three (3) sliver fee takes and 94 temporary construction easements will be required based on the single express lane design. ROW appraisal and support services for the acquisition of these properties are anticipated within the next month.

A Request of Proposals for ROW Services for the I-10 Corridor Freight and Express Lanes Project – Contract 2 to the on-call ROW bench, Bender Rosenthal, Inc., Epic Land Solutions, Inc., Overland Pacific & Cutler, Inc. (OPC), and Property Specialists, Inc., was issued on October 25, 2022. As of November 14, 2022, two (2) proposals were received from Bender Rosenthal, Inc. and OPC.

Proposals received by the date and times specified were evaluated by staff. Written questions were submitted and responded to via e-mail. Based upon the information presented in the proposals, staff is recommending that Contract Task Order (CTO) No. 15 be awarded to OPC for an amount not-to-exceed \$909,829.30 to be funded with Measure I Valley Freeway Program funds, consistent with the 10-Year Delivery Plan.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

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

Responsible Staff:

Sal Chavez, Project Delivery Manager

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item
February 9, 2023
Page 2

Approved
Board of Directors Metro Valley Study Session
Date: February 9, 2023
Witnessed By:



Contract Task Order

Except as otherwise expressly provided herein, Consultant hereby agrees to perform the work described below in accordance with all of the terms and conditions of the Master Contract referenced below. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Contract Task Order (CTO) as described below.

Consultant Name: Overland Pacific and Cutler (OPC) Contract No.: 18-1001909
 CTO No.: 15
 Amendment No.: 0
 Period of Performance: CTO Start Date is effective on date executed by SBCTA CTO Completion Date: 03/31/2023

Scope of Work Description – Attach Scope of Work

CTO Pricing – Attach Price Proposal

Lump Sum Time and Materials

Original CTO Amount: \$	Not to Exceed CTO Amount: \$	\$909,829.30
<hr/>		
Amendment # <u> </u> to CTO # <u> </u>	Not to Exceed Amendment Amount: \$	<u> </u>
<hr/>		
Cumulative Amount of All Amendments: \$		<u> </u>
<hr/>		
REVISED TOTAL CTO AMOUNT (Amount includes all Amendments): \$		\$909,829.30
<hr/>		
Funding String For This CTO:		<u>0821.640.000.53750</u>

4110.40.0820.0821.53750.41100000

<u>Subcontractors:</u>	DBE	Amount	Cumulative Amount
<u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>

Consultant hereby acknowledges receipt and acceptance of the Contract Task Order.
 Authorized to sign:

 Name Date

San Bernardino County Transportation Authority

 Board President Date

***Amendment 1 for this contract is being processed for a one year time extension. A CTO amendment will be processed to extend the expiration date.**

Contract Expires: 03/31/2023

Available Authority: \$3,925,061.78 – Remaining authority: \$3,015,232.48

Attachment: FR309ContractTaskOrder I-10 Corridor Contract 2 (9153 : Contract No. 18-1001909 CTO 15- I-10 Corridor Phase 2 ROW Services)

ATTACHMENT A
SCOPE OF WORK

Attachment: Attachment A - Scope of Work (9153 : Contract No. 18-1001909 CTO 15- I-10 Corridor Phase 2 ROW Services)

Scope of Work (SOW)

San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the Right-of-Way (ROW) phase of the Interstate 10 (I-10) Corridor Freight and Express Lane Project - Contract 2 (“Project”) from Interstate 15 (I-15) to Pepper Avenue. SBCTA Sales Tax Measure I will be used to cover the cost of the preparation of the ROW phase.

The project proposes to add one express lane in median in each direction through this corridor segment. At I-15, one express lane will be added in each direction, connecting to the existing express lane in each direction currently being constructed by SBCTA. The express lane will continue to Pepper Avenue, then transition back to the existing general purpose lanes at Pepper Avenue. In addition, auxiliary lanes and other operational improvements are planned through this corridor.

The environmental document and project report for an entire corridor was approved in May, 2017. Final design for the single express lane is currently underway and will minimize impacts to ROW. Currently, it is anticipated that three (3) sliver fee and ninety-four (94) Temporary Construction Easements (TCE) will be required for the project. The TCEs are necessary to construct soundwalls along the existing State ROW.

I. APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SBCTA, Caltrans, local agency (City of Ontario, Fontana, Rialto, and Colton) (City) regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, and exhibits, necessary to complete the ROW services.
- C. The deliverables list for the ROW will be refined during the initial planning and scoping Project Development Team (PDT) and/or ROW meeting. Not all deliverables may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the ROW meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this

Attachment: Attachment A - Scope of Work (9153 : Contract No. 18-1001909 CTO 15- I-10 Corridor Phase 2 ROW Services)

Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.

- G. The ROW will be prepared in English units.
- H. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- I. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- J. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information.
- K. The final engineering documents must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer or land surveyor most directly in responsible charge or other registered or certified professional working on the document as specified in Section 9 of the Project Development Procedures Manual.
- L. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files. For preliminary and draft documents, electronic copies will be submitted to SBCTA for review. Hardcopies of final reports will be provided to Caltrans and SBCTA.

III. GENERAL ASSUMPTIONS

- A. There may be up to four meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.
- B. CONSULTANT will coordinate with SBCTA, Cities, and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.
- C. SBCTA design consultant will perform all ROW Engineering services (ROW Appraisal Maps, Legal Description and Plats including Closure Report, Resolution of Necessity Exhibits, Exhibits for ROW acquisition, and Deeds).
- D. Assume one SBCTA peer review and two Caltrans and City reviews for each major deliverable and a workshop for comment resolution, if required.
- E. Assume up to 5 fee parcel and 97 temporary construction easements will be acquired as part of the ROW Services for the project.
- F. Assume up to 5 Goodwill Appraisals.
- G. Preliminary Title Reports will be acquired by CONSULTANT.

IV. SCOPE OF SERVICES

Following the selection of a consultant, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), which follows the Caltrans Workplan Standards Guide for Delivery of Capital Projects, and cost and schedule templates for the preparation of the cost proposal and schedule.

V. SUMMARY OF TASKS

TASK 3.100.15 - PROJECT MANAGEMENT

Task 3.100.15 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

Deliverables:

- *Monthly Progress Reports*

Task 3.100.15-1 Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SBCTA, and shall conduct meetings and coordination with other stakeholders, including Caltrans, City, and other agencies, in ROW meetings or technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, Communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- *ROW meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.*

Task 3.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule monthly or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Quality Control/Quality Assurance (QA/QC) Plan and a Risk Management Plan following SBCTA format and content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable SBCTA administrative policies and procedures.

Attachment: Attachment A - Scope of Work (9153 : Contract No. 18-1001909 CTO 15- I-10 Corridor Phase 2 ROW Services)

Deliverables:

- *Project Schedules*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*

TASK 3.225-PERFORM RIGHT OF WAY APPRAISALS AND ACQUISITIONS

Task 3.225-1 Right-of-Way Appraisal Services – CONSULTANT shall provide right of way appraisal services for developed or undeveloped residential, commercial, industrial and agricultural properties. CONSULTANT may be required to produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties. Such appraisal services may include, but are not limited to the following:

1. CONSULTANT shall prepare appraisals in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Chapter 6. Art 1. Section 6000 et seq.), the California Code of Civil Procedure, the Uniform Standards of Professional Appraisal Practice (USPAP) and in some cases, the Uniform Appraisal Standards for Federal Land Acquisition Act. CONSULTANT must be licensed by the State of California.
2. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. All reports and deliverables shall generally be transmitted electronically to AUTHORITY.
4. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. Appraisal reports may be reviewed for acceptance and independent approval by the review appraisers. Revisions may be required because of this review process. Consultants may be requested to complete and deliver revised and/or updated appraisals. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have fifteen (15) calendar days to make corrections and return the revised appraisals to the review appraiser.
6. For proposed acquisitions, the owner of the real property or a designated representative will be invited by CONSULTANT to accompany the CONSULTANT during the inspection of the property. This invitation must be in the form of a letter entitled "Notice to Appraise" written by the CONSULTANT to the owner. A copy of the invitation will be included in the appraisal report.
7. It is the CONSULTANTS responsibility to contact SBCTAs project engineers for discussion and/or clarification of any project design matters. This is critical in the appraisal of partial acquisitions and easements where the CONSULTANT may need cross sections or other project engineering data to complete the report.

8. The highest and best use for the property in the before condition must be determined and supported. If a partial acquisition is involved, the highest and best use of the property in the after condition must be determined and supported. If the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.
9. Where the acquisition involves only a part (or portion) of the property, the CONSULTANT will estimate any severance damages and special benefits to the remainder, including reasoning and market data to support the conclusion. The CONSULTANT will indicate if the remainder constitutes an economic or uneconomic unit in the market and/or to the present owner.
10. The California Eminent Domain Law will be followed in partial acquisitions. Special benefits are to be offset only against damages to the remainder in accordance with the law
11. Appraisal for easement acquisitions will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the utility of the property considering its highest and best use. Full details with respect to any interference with the highest and best use of the property affected must be explained and supported.
12. The CONSULTANT must estimate and support the economic rent, state the contract rent and the remaining term of the lease as of the date of value. Include lessor and lessee responsibilities for paying major expenses, e.g. taxes, insurance and maintenance.
13. CONSULTANT shall itemize in detail the "improvements pertaining to realty" (Eminent Domain Law-CCP Section 1263.205) showing their replacement cost new, depreciated value in place, salvage value if any and relocation estimate. To the extent possible, determine the ownership claims of the Improvements Pertaining to the Realty.
14. In cases where the Appraisal Assignment requires a Specialty Appraisal (Furniture, Fixtures, Machinery and Equipment) and/or Specialists Reports (title, survey, soils, and engineering). CONSULTANT may be required to coordinate with SBCTA staff and/or consultants for such services as directed by SBCTA. Fees charged by SBCTA staff and/or consultants for Specialty Appraisal and/or Specialists Reports shall be paid directly by SBCTA.
15. It is the CONSULTANT'S responsibility to thoroughly review the Specialty Appraisal for adoption (with adjustments or not, as appropriate) and inclusion in the overall appraisal. The estimated values that the specialty items actually contribute to the overall value of the real estate will be separately stated but included in the total value of the property.
16. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall notify SBCTA who will request a legal opinion. SBCTA's legal counsel shall render all legal opinions.
17. It is the CONSULTANT's responsibility to contact SBCTA's project manager to arrange for legal counsel discussions and/or clarifications in identifying personal or real property.
18. If hazardous waste is discovered on the property, CONSULTANT shall notify SBCTA.

Deliverables:

- *Appraisal Report*

Task 3.225-2 Goodwill Appraisal – Goodwill Appraisals services will include, but are not limited to the following:

1. CONSULTANT’s Appraiser shall prepare Goodwill Valuations in accordance with the California Code of Civil Procedure, and the Uniform Standards of Professional Appraisal Practice (USPAP). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. All reports and deliverables shall generally be transmitted electronically to SBCTA.
4. Appraiser may be required to meet with and coordinate their efforts with SBCTA staff. SBCTA legal counsel or other consultants or Caltrans staff: participate in office or project site meetings.
5. In valuing the loss of goodwill to a business, Appraiser shall rely upon the definition of fair market value found in Section 1263.320 of the California Code of Civil Procedure, and compensation for loss of goodwill as outlined in Section 1263.510 of the California Code of Civil Procedure.
6. It is the Appraiser's responsibility to contact SBCTA's staff for discussion and/or clarification of any project design matters as well as relocation sites for the business.
7. Appraiser shall work with and take direction from SBCTA legal counsel in the delivery of their reports.
8. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion all legal opinions shall be rendered by SBCTA’s legal counsel.
9. As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work required for the effective delivery of the Measure 1 Program and other Federally Funded Programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.

Deliverables:

- *Goodwill Appraisal Report*

Task 3.225-3 Right-of-Way Acquisition and Relocation, Real Property Searches, Identification and Feasibilities studies for replacement and Mitigation Sites, and Cost Estimates – CONSULTANT services may include, but are not limited to the following:

1. All CONSULTANT work shall comply with applicable Federal, State and local statutes and regulations, including but not limited to the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch. 6, Art 1.

Attachment: Attachment A - Scope of Work (9153 : Contract No. 18-1001909 CTO 15- I-10 Corridor Phase 2 ROW Services)

Section 6000 et seq.); the California Code of Civil Procedure; the Uniform Standards for Federal Land Acquisition Act; the California Public Utilities Code; and the California Streets and Highways Code.

2. All reports and deliverables shall generally be transmitted electronically to SBCTA.
3. CONSULTANT may be required to meet and coordinate their efforts with SBCTA staff. SBCTA legal counsel and other consultants or Caltrans staff: participate in office or project meetings.
4. As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.
5. CONSULTANT may be required to take direction from SBCTA's legal counsel in the delivery of services, and to provide testimony in any Administrative or Judicial proceeding related to services rendered by CONSULTANT to SBCTA.
6. If any legal issues exist during the course of CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request legal opinion. SBCTA's legal counsel shall render all legal opinions.
7. CONSULTANT may be required to review right of way acquisition and relocation files of current and past SBCTA projects to ensure compliance with applicable state and/or federal regulations.
8. CONSULTANT's Acquisition/Negotiation Agents must provide evidence of proper real estate license in the State of California.
9. CONSULTANT must demonstrate knowledge and experience in working with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the California Department of Transportation (Caltrans) railroad entities and major utility owners.

Deliverables:

- *Acquisition Offers, Documents, and/or Correspondents*

Task 3.225-4 Title and Escrow Services – CONSULTANT shall provide Title and Escrow Services as follows:

1. At the initiation of the work program, the CONSULTANT shall meet with SBCTA staff regarding AUTHORITY's requirements for specific title work and escrow services assignments.
2. CONSULTANT shall provide Preliminary Title Reports and Litigation Guaranties on all Fee Simple and less than Fee Simple property and property interests as requested by SBCTA.
3. CONSULTANT shall ensure that all Preliminary Title Reports are accurate and complete.

Attachment: Attachment A - Scope of Work (9153 : Contract No. 18-1001909 CTO 15- I-10 Corridor Phase 2 ROW Services)

4. CONSULTANT shall provide all additional legal documents required by SBCTA, such as, copies of conveyance deed, deed restrictions, liens and encumbrances, title chains and the like.
5. CONSULTANT staff shall prepare and review all legal documents necessary to ensure that SBCTA is acquiring good title to the property or property interests to be purchased, free from liens and encumbrances.
6. CONSULTANT shall provide all necessary assistance to SBCTA to clear all exceptions stated in the Preliminary Title Reports, unless waived by AUTHORITY in writing.
7. CONSULTANT shall ensure that all conditions precedent and conditions subsequent provided for in Purchase and Sales Agreements are met and satisfied prior to Close of Escrow.
8. CONSULTANT shall prepare, subject to review and approval al by SBCTA’s Legal Counsel, Escrow Instructions for execution by SBCTA and the grantor(s) or grantee(s) CONSULTANT shall ensure that all legal requirements are satisfied prior to Close of Escrow.
9. CONSULTANT shall provide efficient Escrow Services to SBCTA and property owners involved in SBCTA related transactions.
10. CONSULTANT shall prepare all necessary conveyance documents: demand and release of lien/encumbrance documents and submit the same for approval by SBCTA Legal Counsel prior to close of escrow.
11. CONSULTANT shall obtain grantor(s) Tax Identification Number. Social Security Number, Employer Identification Number or Federal Employer Identification Number prior to Close of Escrow and provide the same to SBCTA.
12. CONSULTANT shall record all documents necessary for the acquisition of property/property rights, release of liens and encumbrances with the proper State. County and City recorder's office.
13. CONSULTANT shall prepare an Escrow Closing Schedule in accordance with written instructions from SBCTA and property owners.
14. CONSULTANT shall meet and coordinate its work with other right of way consultants as directed by SBCTA.
15. Immediately prior to Close of Escrow, CONSULTANT shall order and provide SBCTA with an Updated Preliminary Title Report to ensure that no new liens and/or encumbrances are recorded on the property/property interests to be acquired by SBCTA.
16. At Close of Escrow, CONSULTANT shall prepare and submit an Escrow Closing Statement to SBCTA and other parties to the transaction, together with copies of all documents conveying title to SBCTA, copies of releases of liens and encumbrances. Receipt for payments made on behalf of SBCTA and the other parties to the transaction.
17. At Close of Escrow, the CONSULTANT shall issue a Standard Owner's Policy of Title Insurance effectively insuring SBCTA’s interest and ownership of the property or property rights acquired, unless an ALTA Policy of Title Insurance is requested by SBCTA.

18. CONSULTANT shall provide multi-lingual services as needed for efficient closing of SBCTA transactions.
19. As requested by SBCTA, CONSULTANT may be required to testify in any administrative or judicial proceeding.
20. CONSULTANT shall perform an)' other normal procedures and processes necessary to implement the assignment or work program and shall provide any other supporting information and/or correspondence required by SBCTA.
21. CONSULTANT shall assign a Project Manager, a Title Office and an Escrow Officer to this procurement, which may not be replaced without the written consent of SBCTA.
22. If legal issues exist during CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request legal opinion. All legal opinions shall be rendered or concurred to by SBCTA's legal counsel.

Deliverables:

- *Purchase and Sale Agreement (PSA)*
- *Title and Escrow Documents*

Minute Action

AGENDA ITEM: 9

Date: February 9, 2023

Subject:

Amendment No. 4 to Cooperative Agreement No. 17-1001736 with California Department of Transportation and Interstate 10 Contract 1 Program Budget and Funding Plan Update

Recommendation:

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

- A. Approve Interstate 10 Contract 1 Program Budget and Funding Updates shown within Table 1 as of February 2023, increasing the project budget by \$5.8 million, from \$943.1 million to \$948.9 million.
- B. Allocate \$5.8 million in federal formula Surface Transportation Block Grant Program (STP) funds for the project.
- C. Approve Amendment No. 4 to Cooperative Agreement No. 17-1001736 with California Department of Transportation for the Design-Build and Right-of-Way phases, increasing the funding by \$5.8 million using STP funds, for the construction phase, for a total of \$134,855,718; and authorize the Executive Director, or his designee, to execute the amendment upon approval as to form by SBCTA General Counsel.

Background:

The Interstate 10 (I-10) Corridor Contract 1 Project (Project) current budget is \$943.1 million and this construction project is approximately 75% complete. The project is managed by a combination of in-house staff, consultants, and California Department of Transportation (Caltrans) team members. Due to the current construction status and potential project delay of nine (9) months, staff has reviewed the Project budget and is proposing several funding updates as discussed herein. At the January 2023 San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) meeting, the Board approved a budget increase of \$14,012,063. This approved cost increase was only for the Project/Construction Management (PCM) contract to adequately support the Project through the revised completion date. During the January 2023 Board meeting, staff discussed that the complete program would be evaluated for other impacted contracts, and additional budget and funding refinements would be forthcoming to complete the project. These additional funding increases will be incorporated, upon approval by the Board, with the January 2023 approved changes and included within Amendment No. 4 to Cooperative Agreement No. 17-1001736 with Caltrans for the Design-Build and Right-of-Way (ROW) phases of the Project.

In order to fully update and reconcile the costs required for the successful completion of the Project, staff recommends that the Board review and authorize necessary contractual changes and financial adjustments discussed herein.

This item is intended to provide a project overview and cost update and an explanation of recommended budget refinements. Collectively, these recommended Board actions will result in a programmed budget increase of \$5.8 million, from the current programmed amount of \$943.1 million to a new total programmed amount of \$948.9 million as shown in Table 1, representing an increase of approximately 0.8%.

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

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Table 1- Funding Plan Update (February 2023)

	Original Budget	Current Budget	February 2023 Update	Increase/(Decrease)
Program Management	\$15,625,530	\$12,625,530	\$14,325,530	\$1,700,000
Prelim Eng. And Environmental	\$8,828,472	\$8,828,472	\$8,828,472	-
Project Development	\$8,607,500	\$7,857,500	\$8,957,500	\$1,100,000
Project Construction Management	\$51,994,950	\$76,311,934	\$76,311,934	-
Project Construction Management Contingency	\$1,005,050	\$3,000,129	\$3,000,129	-
Caltrans Support (PE)	\$1,400,000	\$400,000	\$400,000	-
Caltrans Support (ROW/DB Construction)	\$17,900,000	\$21,000,000	\$23,000,000	\$2,000,000
Design Build Contract	\$672,900,000	\$675,945,146	\$685,678,938	\$9,733,792 CCOs to date
Design Build Contingency/Supplemental Work	\$73,265,930	\$48,820,784	\$39,086,992	(\$9,733,792) CCOs to date
Toll Service Provider w/ Contingency	\$20,405,596	\$20,405,596	\$20,405,596	-
Toll Collection System w/Contingency	\$0	\$0	\$1,000,000	\$1,000,000
Right of Way	\$46,000,000	\$56,500,000	\$56,350,000	(\$150,000)
Landscape Maintenance	\$4,200,000	\$4,200,000	\$4,200,000	-
Financial Costs	\$6,964,000	\$7,214,000	\$7,364,000	\$150,000
Total	\$929,097,028	\$943,109,091	\$948,909,091	\$5,800,000

Program Management

Staff is requesting cost increases for additional Program Management to adequately support and complete the Project. The primary reasons for the increase to the Program Management cost is due to the unanticipated time extension to complete construction, currently estimated at nine (9) months. The increased budget will include additional costs in project management, public outreach, SBCTA staff, and miscellaneous management costs allocated to the Project. Excluding public outreach, which is detailed below, staff estimates an additional \$1,400,000 is required for this additional work.

Public Outreach

This time extension also affects the separate SBCTA outreach efforts, which is a critical aspect of successful project delivery and messaging to the community. The Costin Public Outreach Group, a separate consultant team providing this effort for the Project, consistently provides timely and accurate project information to more than 250,000 daily commuters, hundreds of thousands of local residents, and numerous businesses along the 10-mile corridor.

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The information, provided on a regular basis using various tools, shares details of the construction project to the communities and general public, so they may be well informed while traveling throughout the western portion of the county. The team also routinely addresses unanticipated construction impacts and sometimes engage as a first line customer management staff, easing concerns over field conditions or changes throughout the Project. Due to the extension, this team is required to perform these related services requiring additional resources, and estimates that an additional \$300,000 budget is required to accomplish this additional work.

Project Development

Considering the status of construction, staff is also identifying cost increases for additional Project Development work to adequately support the Project related to anticipated financial modeling work and additional legal support for the Project. The primary reason for this anticipated increased effort is that, due to the late project delivery, the financial model delivered to the United States Department of Transportation to support the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan requires revisions to show how the Project delay will impact the anticipated toll revenues prior to the start of TIFIA loan repayment. In addition, given the current construction status and number of potential claims that require resolution by the team, staff is recommending the budget be increased for additional legal support. Due to the extension and resources required for these efforts, staff estimates an additional \$1,100,000 to accomplish this additional work.

Caltrans Construction Support and Inspection

Considering the status of construction and unanticipated time extension, staff is also requesting cost increases for additional Caltrans construction support and inspections to complete the project. The primary reason for the increased effort is that, due to the delayed project delivery and extended duration, additional budget is needed to compensate the Caltrans staff and inspectors across the Project. Using the average support costs over the past year, and projecting additional budgets needed to accommodate the time extension, staff estimates an additional \$2,000,000 to accomplish this work.

Toll Collection System

In January 2018, the Board approved Cooperative Agreement No. 18-1001854 with the Transportation Corridor Agencies (TCA) for the provision of toll transaction and violation processing, customer service and account management, and other toll operations related services for Express Lanes within San Bernardino County. The agreement stated that SBCTA is responsible for all startup cost such as design, development, testing and training for additional customer service representatives. In addition to TCA startup costs, there are other Express Lanes maintenance startup costs required prior to beginning operations; such as purchasing a bituminous machine for delineator maintenance, spare Express Lanes signage, walk in center furniture, equipment, and other related costs. These costs were not fully known or contemplated within the original funding plan since staff did not have an order of magnitude fully capturing these specific items until the Express Lanes business rules and other operational procedures were established. As a result, staff has outlined these items and estimates an additional \$1,000,000 budget for these Express Lanes and TCA project startup requirements.

Financial Costs

Staff recommends shifting projected ROW budget savings to the Financial Costs category to fund the continued need for annual credit reports and loan service fees through the extended

Board of Directors Metro Valley Study Session Agenda Item

February 9, 2023

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project duration. Staff estimates an additional \$150,000 is needed for these services, but with the projected savings in the ROW Phase, this results in no increase to the Project budget.

To complete the amendment and implement the Funding Plan Updates shown within Table 1, one (1) amendment and certain fund programming allocations are necessary at this time. Amendment No. 4 to Cooperative Agreement No. 17-1001736 is needed with Caltrans to update the funding table and increase the federal formula Surface Transportation Block Grant Program (STP) funds in order to accommodate these cost increases. As discussed in a concurrent Board agenda item, SBCTA has programming authority over STP funds until June 30, 2023. Staff has analyzed the current STP programming capacity and has determined that an additional \$5.8 million can be programmed for this Project without impacting other planned STP-funded projects. Because many of the cost increases described above are not federally eligible, staff will remove local funds as needed from contingency and backfill with the increased STP funds. Upon approval of these budget increases, staff will prepare separate contract amendments discussed herein and bring them to the Board for approval at a future meeting.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

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

Responsible Staff:

Henry Stultz, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: February 9, 2023

Witnessed By:

General Contract Information

Contract No: 17-1001736 Amendment No.: 4
 Contract Class: Receivable Department: Project Delivery
 Customer ID: 00450 Customer Name: Caltrans
 Description: I-10 Corridor Design Build (DB) Cooperative Agreement
 List Any Accounts Payable Related Contract Nos.: c08112 16-1001530 17-1001590 17-1001668 PSA 6053-130

Dollar Amount					
Original Contract	\$	100,033,440.00	Original Contingency	\$	-
Prior Amendments	\$	186,439,560.00	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	286,473,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)					\$ 286,473,000.00

Contract Authorization

Board of Directors Date: 3/1/2023 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Federal/State _____ Funding Agreement _____ N/A

Accounts Receivable

Total Contract Funding: \$ 286,473,000.00 Funding Agreement No: DA08-1645.17-1001736
 Beginning POP Date: 6/28/2017 Ending POP Date: N/A Final Billing Date: N/A
 Expiration Date: 12/31/2039 Fund Admin: N/A

Sub-							Sub-						
GL	Fund	Prog	Task	Task	Revenue	Total Contract Funding:	GL	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
	2550	40	0820	0823	42205006	109,542,000.00							-
	2550	40	0820	0823	42205009	8,213,000.00							-
	2704	40	0820	0823	42217705	64,000,000.00							-
	2704	40	0820	0823	42217705	53,831,000.00							-
	2701	40	0820	0823	42217702	6,169,000.00							-
	2520	40	0820	0823	42202014	39,745,000.00							-
	2580	40	0820	0823	42208010	4,973,000.00							-
	GL					-							-
	GL					-							-

Chad Costello
Project Manager (Print Name)

Henry Stultz
Task Manager (Print Name)

Additional Notes: Amendment 4 updates the STP for the increase and change in funding tables. No changes to TCEP/ STIP/SHOPP/TCIF/LPP shown above.

Attachment: 31835-CT coop-Jan Board item - CSS [Revision 1] (9250 : Amendment No. 4 to Cooperative Agreement No. 17-1001736 with

Agreement 08-1645 A-4
 EA 0C251
 Project ID 0816000076
 07-LA-I 0-44.9/48.3
 08-SBD-10-0.0/13.2
 SBCTA Agreement 17-1001736-04

**AMENDMENT NO. 4 TO AGREEMENT 08-1645
 FOR DESIGN-BUILD OF THE INTERSTATE 10 CORRIDOR CONTRACT 1
 EXPRESS LANES PROJECT**

This Amendment No. 4 (AMENDMENT) to Agreement 08-1645 (AGREEMENT), effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

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

RECITALS

1. CALTRANS and SBCTA, collectively referred to as PARTIES, entered into an AGREEMENT on July 28, 2017, defining the terms and conditions of PROJECT to include two express lanes in each direction, including the EXPRESS LANES TOLL FACILITY and related improvements on the Interstate-IO corridor from 0.4 miles west of the White Avenue overcrossing to 0.2 miles west of the Cherry Avenue overcrossing.
2. The PARTIES entered into Amendment No. 1 to AGREEMENT 08-1645, on March 16, 2018, to identify BETTERMENTS as State rehabilitation work defined within EA IH321 and also EA 1F550 within the PROJECT identified herein.
3. The PARTIES entered into Amendment No. 2 to AGREEMENT 08-1645, on June 26, 2018, to modify and update the PROJECT Funding and Spending Summaries and include SB-1 language into the coop.
4. The PARTIES entered into Amendment No. 3 to AGREEMENT 08-1645, on July 12, 2021, to modify and update the PROJECT Funding and Spending Summaries.
5. At the January 4, 2023 Board of Directors meeting, the SBCTA Board approved Amendment No. 4 to Agreement 08-1645 for initial funding increases to accommodate the I-10 PCM contract. After approval but before execution of Amendment No. 4, the Funding and Spending needs for this PROJECT changed, and SBCTA now seeks to again update the funding for this AGREEMENT and incorporate the latest funding increases into Amendment No. 4 to Agreement 08-1645.
6. The PARTIES now seek to replace FUNDING SUMMARY No. 03, with FUNDING SUMMARY No. 04.

Agreement 08-1645 A-4
EA 0C251
Project ID 0816000076
07-LA-10-44.9/48.3
08-SBD-10-0.0/13.2
SBCTA Agreement 17-1001736-04

IT IS THEREFORE MUTUALLY AGREED:

1. A revised FUNDING SUMMARY NO 4 is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY NO 4 attached herein.
2. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
3. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

SIGNATURES ON NEXT PAGE

DRAFT

Agreement 08-1645 A-4
EA 0C251
Project ID 0816000076
07-LA- I 0-44.9/48.3
08-SBD-10-0.0/13.2
SBCTA Agreement 17-1001736-04

SIGNATURES

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

This AMENDMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AMENDMENT 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

By: _____
District Director

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

Date: _____

By: _____
District Budget Manager

By: _____
Juanda L. Daniel
Assistant General Counsel

APPROVED AS TO FORM

FUNDING SUMMARY NO. 04

FUNDING TABLE(\$)							
IMPLEMENTING AGENCY			SBCTA	SBCTA	SBCTA	SBCTA	
Source	Party	Fund Type	ROW Support	ROW Capital	Construction Support	Construction Capital	Totals
FEDERAL	SBCTA	CMAQ	3,561,450	30,200,550		87,104,000	120,866,000
LOCAL	SBCTA	TIFIA				225,000,000	225,000,000
LOCAL	SBCTA	LOCAL	3,947,050	22,174,623	3,381,673	75,723,141	105,226,487
LOCAL	SBCTA	STP			62,446,251	72,409,467	134,855,718
LOCAL	SBCTA	STIP				39,745,000	39,745,000
STATE	SBCTA	TCIF				4,973,000	4,973,000
LOCAL	SBCTA	LPP-Formula				6,169,000	6,169,000
LOCAL	SBCTA	TCEP Regional				53,831,000	53,831,000
STATE	CALTRANS	TCEP State				64,000,000	64,000,000
STATE	CALTRANS	SHOPP 1			11,000,000	98,542,000	109,542,000
STATE	CALTRANS	SHOPP 2				8,213,000	8,213,000
Totals			7,508,500	52,375,173	76,827,924	735,709,608	872,421,205

Attachment: 17-1001736 Amend 04 (9250 : Amendment No. 4 to Cooperative Agreement No. 17-1001736

SPENDING SUMMARY(\$)									
Fund Type	ROW				Construction				Totals
	Support		Capital		Support		Capital		
	CALTRANS	SBCTA	CALTRANS	SBCTA	CALTRANS	SBCTA	CALTRANS DFM	SBCTA	
Local (TSP)	0	0	0	0	0	7,000	0	490,000	497,000
STP (TSP)	0	0	0	0	0	1,712,574	0	18,425,237	20,137,811
Local (DB)*	0	2,133,717	0	11,300,814	0	3,021,500	500,000	24,909,793	41,865,824
TIFIA (DB)	0	0	0	0	0	0	0	225,000,000	225,000,000
CMAQ(DB)	0	3,561,450	0	30,200,550	0	0	0	87,104,000	120,866,000
STP (DB)	0	0	0	0	23,000,000	37,733,677	0	53,984,230	114,717,907
STIP (DB)	0	0	0	0	0	0	0	39,745,000	39,745,000
TCIF (DB)	0	0	0	0	0	0	0	4,973,000	4,973,000
LPP-Formula (DB)	0	0	0	0	0	0	0	6,169,000	6,169,000
TCEP (Regional) (DB)	0	0	0	0	0	0	0	53,831,000	53,831,000
TCEP (State) (DB)	0	0	0	0	0	0	0	64,000,000	64,000,000
Local (Betterments)		1,813,333		10,873,809		353,173		49,823,348	62,863,663
SHOPP 1 (SHOPP)	0	0	0	0	0	11,000,000	0	98,542,000	109,542,000
SHOPP 2 (SHOPP)								8,213,000	8,213,000

Attachment: 17-1001736 Amend 04 (9250 : Amendment No. 4 to Cooperative Agreement No. 17-1001736

Totals	0	7,508,500	0	52,375,173	23,000,000	53,827,924	500,000	735,209,608	872,421,205
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*Note: These SHOPP funds will be paid as a reimbursable State financial contribution and SB'CTA will invoice CALTRANS in accordance with the funding table. Construction support for SBCTA and the Design Builder will be allocated under construction capital.

Notwithstanding SECTION III, or any other provision of the agreement, the PARTIES, or either of them, may change the funding sources allocations and/or identified funding sources set above without amendment to the Agreement.

DRAFT

Minute Action

AGENDA ITEM: 10

Date: February 9, 2023

Subject:

Agreement No. 23-1002854 for Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services

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 Agreement No. 23-1002854 with the City of Irvine Police Department for SBCTA Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services, for an amount not-to-exceed \$30,000, for a five-year term with one (1) five-year option to extend and waive the five-year maximum contract term as stipulated in the SBCTA Procurement and Special Risk Assessment Policy No. 11000.

B. Approve contingency for Agreement No. 23-1002854 in an amount not-to-exceed \$3,000 over the initial five-year term and an additional \$3,600 over the five-year option term and authorize the Executive Director, or his designee, to release contingency as necessary for SBCTA Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services.

C. Authorize the Executive Director, or his designee, to exercise a five-year term extension option in an amount not-to-exceed \$36,000 for years six to ten.

Background:

In accordance with California Vehicle Code 40255, express lanes customers have the right to contest a notice of toll evasion. In response to the dispute, the San Bernardino County Transportation Authority (SBCTA) or its processing agency will perform an investigation and reach a decision. If the customer does not agree with the decision in response to such contest, the customer has the right to appeal the decision by requesting an administrative review.

In January 2018, the SBCTA Board of Directors (Board) approved Cooperative Agreement No. 18-1001854 with the Transportation Corridor Agencies (TCA) for the provision of toll transaction and violation processing, customer service and account management, and other toll operations related services for express lanes within San Bernardino County. The City of Irvine Police Department has provided Toll Violation and Delinquent Toll Evasion Administrative Review Services for TCA customers under their Toll Violation Administrative Review agreement since 1994. City of Irvine police officers conduct reviews for protests of toll violation and delinquent toll evasion notices issued to TCA customers pursuant to their adopted ordinance. The service is provided on an as-needed basis and the cost is \$250 per case reviewed.

Staff solicited interest in local police departments providing Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services for SBCTA. No local police departments have shown interest or have the capability to provide such service since they contract out such services to a third party administrator for their parking citation reviews. In order to remain consistent with TCA's current operation process, staff recommends entering into a similar agreement with the City of Irvine Police Department to provide Toll Violation and

Entity: San Bernardino County Transportation Authority

Delinquent Toll Evasion Administrative Review Services for SBCTA Express Lanes customers. Although the review will be held in the City of Irvine, SBCTA Express Lanes customers have the option to be heard via teleconference or written declaration.

Since this service is required as long as SBCTA operates an express lanes system, staff anticipates the need to extend the agreement with the City of Irvine after the initial five-year term, hence a five-year option term is included in the agreement. In case the option term is exercised by SBCTA, a waiver of SBCTA Procurement and Special Risk Assessment Policy No. 11000 Section IV. B. (4) which stipulates a maximum five-year contract term is requested. The total not-to-exceed amount is \$30,000 for years one to five and a not-to-exceed amount of \$36,000 for the option term, years six to ten, for providing this service to SBCTA. In addition, the recommendations allow for the Executive Director, or his designee to execute the option if deemed necessary and appropriate prior to the original five-year term expiration.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget as the express lanes facility is not anticipated to begin revenue service until Fiscal Year 2023/2024. Costs for SBCTA Express Lanes Toll Violation and Delinquent Toll Evasion Administrative Review Services will be incorporated into the Fiscal Year 2023/2024 Budget.

Reviewed By:

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

Responsible Staff:

Philip Chu, Chief of Toll Operations

Approved
Board of Directors Metro Valley Study Session
Date: February 9, 2023

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 23-1002854 Amendment No.: _____
 Contract Class: Payable Department: Toll Operations
 Vendor No.: 03795 Vendor Name: City of Irvine
 Description: Toll Violation and Delinquent Toll Evasion Administrative Review Services
 List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	30,000.00	Original Contingency	\$	3,000.0
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	30,000.00	Total Contingency Value	\$	3,000.0
Total Dollar Authority (Contract Value and Contingency)				\$	33,000.0

Contract Authorization

Board of Directors Date: 3/1/2023 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

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

Accounts Payable

Estimated Start Date: 7/1/2023 Expiration Date: 7/1/2028 Revised Expiration Date: _____
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

								Total Contract Funding:	Total Contingency:
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL: 7550	70	0750					I-10 C1 Enterprise Fund	30,000.00	3,000.00
GL:								30,000.00	3,000.00
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Philip Chu Tim Byrne
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Strings and annual amount will be provided 3 months prior to express lanes operations and will be paid from toll revenue ir fund 7550.

Attachment: 23-1002854 CSS [Revision 3] (8631 : Agreement No. 23-1002854 Express Lanes Administrative Review Services)

AGREEMENT NO. 23-1002854**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****THE CITY OF IRVINE****FOR****TOLL VIOLATION ADMINISTRATIVE REVIEW**

This Agreement (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and CITY OF IRVINE (“CITY”), whose address is 1 Civic Center Plaza, Irvine CA 92606. SBCTA and CITY are each a “Party” and are collectively the “Parties”.

WITNESSETH:

WHEREAS, pursuant to California Streets and Highways Code section 149.11 et seq., SBCTA is authorized to conduct, administer, and operate a value-pricing program in the Interstate 10 and Interstate 15 corridors in the County of San Bernardino, including approaching and departing connectors into the County of Los Angeles and the County of Riverside (“SBCTA Express Lanes System”); and

WHEREAS, California Vehicle Code 40255 prescribes the process by which a person may contest a notice of toll evasion violation or notice of delinquent toll evasion, including the right to request an administrative review; and

WHEREAS, SBCTA has contracted with the Transportation Corridor Agencies (“TCA”) to provide transaction processing, customer service, account management and other functions for the SBCTA Express Lanes System; and

WHEREAS, TCA has entered into an agreement with the City of Irvine to conduct administrative reviews for contests of toll violation notices issued to TCA users pursuant to California Vehicle Code 40255 (b); and

WHEREAS, the City of Irvine has no financial interest in the SBCTA Express Lanes System and has the requisite qualifications, training, and experience necessary and appropriate to conduct administrative reviews of toll evasion violations and notices of delinquent toll evasion; and

WHEREAS, SBCTA has determined that it would be most efficient and in its best interest to enter into an agreement with the City of Irvine to conduct administrative reviews of toll evasion violations and notices of delinquent toll evasion for the SBCTA Express Lanes System.

NOW, THEREFORE, IT IS AGREED by and between the Parties hereto as follows:

1. CITY AGREES-

- a. To conduct administrative reviews for protests of toll violation notices and notices of delinquent toll evasion issued to persons pursuant to SBCTA Administrative Code and Toll Policy.
- b. To provide qualified administrative review officers for the toll violation hearings. Such administrative review officers shall be persons experienced with conducting the CITY's parking violation hearings, and shall be knowledgeable of the SBCTA Administrative Code and Toll Policy.
- c. Toll violation and delinquent toll evasion administrative reviews will be conducted on a monthly basis. CITY shall hold all toll violation and delinquent toll evasion administrative reviews requested by SBCTA within 45 calendar days following the receipt of the request.
- d. Any SBCTA communications or materials to which CITY or agents have access, or materials prepared by CITY under the terms of this Agreement, shall be held in confidence by CITY, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. CITY shall not release any reports, information or promotional material or allow for the use of any photos related to this Agreement for any purpose without prior written approval of SBCTA.
- e. To inform itself and make its employees and agents aware of the requirements of SBCTA's privacy and confidentiality policies and to abide by the same. If required and requested by SBCTA, CITY will ensure that all employees and agents who could have access to confidential information of SBCTA sign a SBCTA Confidentiality Agreement. (attached Exhibit A)
- f. To comply with all applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) in performing work under this Agreement.

- g. To provide SBCTA a copy of all correspondence and materials generated during the administrative hearing review process to develop the justification included in the final decision and the final decision letter within 15 days upon completion of the hearing.

2. SBCTA AGREES-

- a. To pay CITY for toll violation and delinquent toll evasion administrative reviews conducted by the CITY at the rate of \$250 per toll violation or delinquent toll evasion administrative review. Payment for the anticipated toll violation and delinquent toll evasion administrative review(s) shall be made monthly in advance, on the 15th day of each month. If more than one hearing is required for toll violation and delinquent toll evasion administrative review in any given month, SBCTA shall pay the CITY a \$250 fee for each additional hearing during any given month. CITY shall coordinate the review schedule to minimize the number of days on which toll violation and delinquent toll evasion administrative reviews are conducted.
- b. Payment for additional toll violation and delinquent toll evasion administrative review hearings during any month shall be made by SBCTA with its next monthly payment for the regularly scheduled monthly toll violation and delinquent toll evasion administrative review.
- c. To provide a copy of the current SBCTA adopted SBCTA Administrative Code, Toll Policy and Business Rules prior to commencement of toll revenue service on the SBCTA Express Lanes System, as well as any updated or revisions to such matters within 45 days of final approval.

3. IT IS MUTUALLY AGREED-

- a. The agreement shall be effective beginning July 1, 2023 and will remain in effect until July 1, 2028 unless terminated pursuant to the terms of this agreement.
- b. Parties may extend the original term of the agreement for one five-year option term. The maximum term of this agreement, including the Option Term, if exercised, will not exceed July 1, 2033.
- c. If Parties agree to exercise the option to extend the agreement per Section 3.b the rate for year six to year ten will be \$300 per toll violation or delinquent toll evasion administrative review.
- d. To establish and identify primary point of contacts within their respective agencies to coordinate activities related to the fulfillment of this Agreement and resolution of any associated problems as designated below. Any changes to the primary point of contacts shall be communicated to the other Party in writing within 45 days of such change.

For SBCTA:

Philip Chu
 Chief of Toll Operations
 1170 W 3rd Street
 San Bernardino CA 92410
 909-884-8276
pchu@gosbcta.com

For City of Irvine:

Jessica Moore
 Traffic Program Supervisor
 1 Civic Center Plaza
 Irvine CA 92606
 949-724-7173
jessicamoore@cityofirvine.org

- e. CITY shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be marked with SBCTA's Agreement number, and description. Invoices should be e-mailed to SBCTA at the following address: ap@gosbcta.com
- f. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any services 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 and employees 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, its contractors, sub-contractors, and/or its agents under or in connection this Agreement.
- g. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising 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 services 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 and employees 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, its contractors, sub-contractors, and/or its agents under or in connection this Agreement.
- h. Either Party may terminate this Agreement: (1) upon six month's written notice to the other Party; or (2) immediately upon written notice if the other fails to perform according to the terms of this Agreement.
- i. The failure of performance by either Party hereunder shall not be deemed to be a default where delays or defaults are due to the events beyond the control and without the fault of the non-performing

- j. CITY is and shall be at all times an independent contractor. Accordingly, all work provided by CITY shall be done and performed by CITY under the sole supervision, direction and control of CITY. SBCTA shall rely on CITY for results only, and shall have no right at any time to direct or supervise CITY or CITY's employees in the performance of work or as to the manner, means and methods by which work is performed. All personnel furnished by CITY pursuant to this Agreement, and all representatives of CITY, shall be and remain the employees or agents of CITY at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.
- k. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.

SIGNATURES TO TOLL VIOLATION ADMINISTRATIVE REVIEW AGREEMENT

CITY OF IRVINE

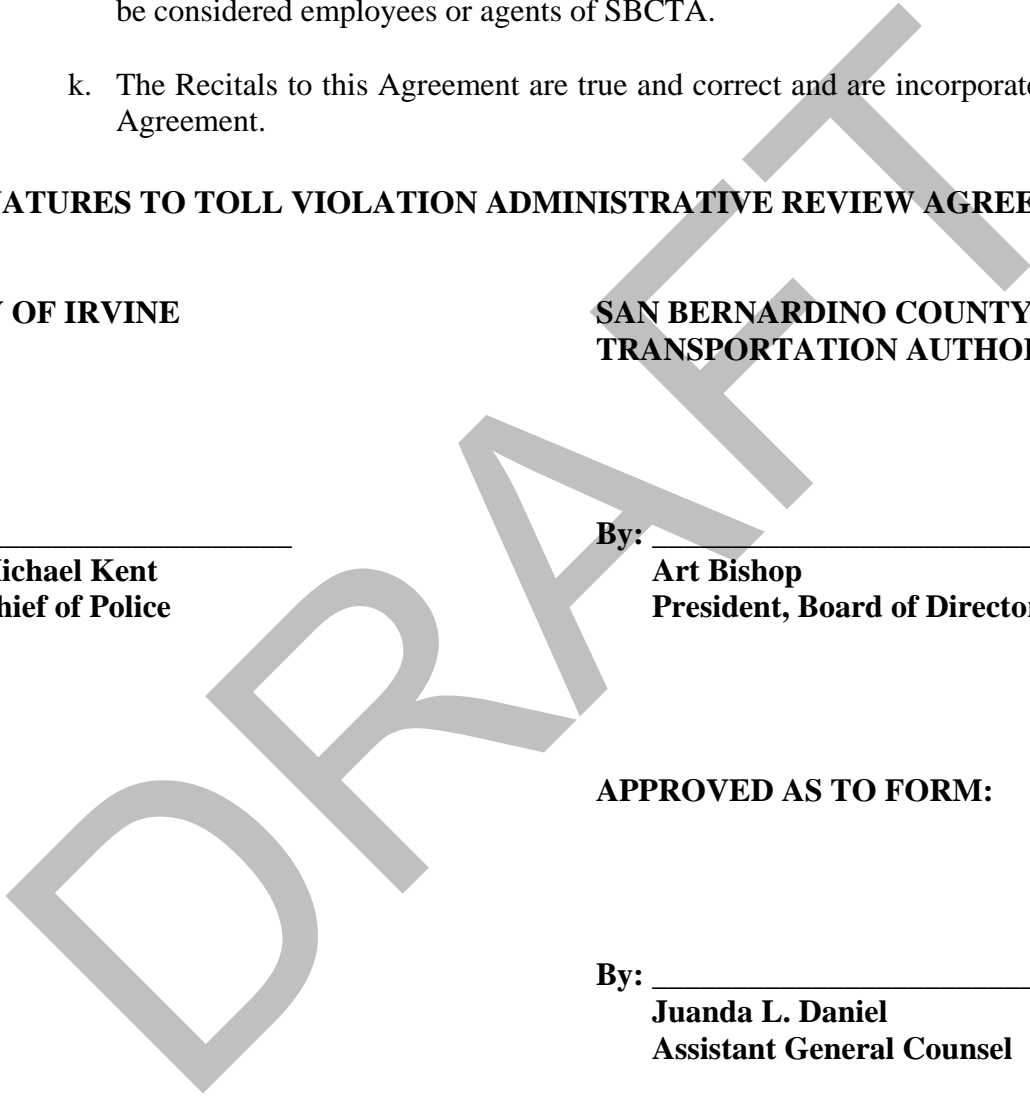
**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Michael Kent
Chief of Police

By: _____
Art Bishop
President, Board of Directors

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assistant General Counsel



Attachment: Administrative hearing agreement draft 23-1002854 (8631 : Agreement No. 23-1002854 Express Lanes Administrative Review

EXHIBIT A

CONFIDENTIALITY STATEMENT AND AGREEMENT

FOR

EMPLOYEE OR AGENT OF CONTRACTOR

As an employee or agent of _____ (“Contractor”) working on San Bernardino County Transportation Authority (SBCTA) matters, you may have access to private, confidential, or otherwise sensitive information and records that relate to persons accessing agency services, and/or the agency itself (“Confidential Information”). The purpose of this statement and agreement is to define your duties and responsibility regarding Confidential Information.

By way of example and not limitation, Confidential Information includes personal information (*e.g.*, address, telephone number, social security number, date of birth, information gathered for ridesharing or carpooling programs), home address and phone number of elected or appointment officials, financial records (*e.g.*, bank information and personal assets), other personally identifiable information as defined by California or federal law, medical records (*e.g.*, reports, test results, notes, intake forms), employee records (*e.g.*, personnel files, employment history, payroll forms, and employment benefit elections), communications with and work product of SBCTA’s legal counsel and other SBCTA business records exempt from public disclosure, information proprietary to other companies or persons, sensitive security information as defined by 49 CFR Part 15, blueprints of public works, locations of archeological sites, and any other non-public information disclosed, made available, or known to you as a consequence of your contractor status. In the course of your duties you may learn of, or have access to, some or all of this Confidential Information. This information is valuable and sensitive and may be protected by state and federal laws, and/or SBCTA policies. The intent of these laws and policies is to assure that Confidential Information will remain confidential and only be used as necessary for SBCTA business purposes.

As an employee or agent of a Contractor working for SBCTA whose duties may necessitate or involve access to Confidential Information, you are required to conduct yourself with personal and professional integrity and in strict conformance to applicable laws and SBCTA policies governing Confidential Information. You are required to read, acknowledge and abide by the principal obligations outlined below, as well as other applicable SBCTA policies and guidelines. The violation of any of these duties may subject you civil liabilities and criminal prosecution.

AGREEMENT:

In consideration of SBCTA granting me access to Confidential Information (as defined above) for the purpose of performing my duties and/or functions as an employee or agent of Contractor working on SBCTA matters, I acknowledge the sensitive nature of the Confidential Information, as well as the applicable laws and policies pertaining to Confidential Information, and agree as follows:

1. During my engagement, as well as after the termination of such period, I will hold the Confidential Information of SBCTA and other entities and persons in trust and confidence, and I will not access, use or disclose it in whole or in part, directly or indirectly, except as may be necessary in the performance of my duly authorized duties and activities on behalf of and for the benefit of the SBCTA,

and then only to persons with a legitimate business need for such information. I understand that disclosure could be highly damaging to SBCTA, its employees, business partners, and others.

2. I will use/access Confidential Information only as needed to perform my duties as an employee or agent of Contractor working on SBCTA matters.
 3. I will not in any manner remove from, divulge, photocopy, digitally copy, release, sell, loan, review, alter, or destroy any materials containing Confidential Information, in whole or in part, directly or indirectly, except as properly authorized within the scope of my employment duties or authorized activities.
 4. I will not misuse Confidential Information or negligently handle Confidential Information.
 5. I understand that I have no right or ownership to any Confidential Information, or any other matters, located or housed on SBCTA computers and peripherals and that SBCTA may at any time revoke my access to such Confidential Information, its computers and peripherals.
 6. I understand that I am required to abide by all SBCTA policies and guidelines governing access, use, and handling of Confidential Information.
 7. Upon termination of my my engagement with SBCTA matters, , or any assignments requiring or authorizing my access to Confidential Information, I will immediately return or appropriately dispose of any materials containing Confidential Information within my possession or control.
 8. I understand that I will be held responsible for any misuse, conversion or wrongful disclosure of Confidential Information caused by my actions and further understand that my failure to comply with this Agreement may subject me to civil liabilities and criminal prosecution.
 9. I understand that my obligations under this Confidentiality Agreement will continue after I conclude my engagement with SBCTA matters.
-

**ACKNOWLEDGMENT OF POLICIES REGARDING THE HANDLING OF
PERSONALLY IDENTIFIABLE INFORMATION
FOR
EMPLOYEE OR AGENT OF CONTRACTOR**

In consideration of SBCTA granting me access to Personally Identifiable Information (PII) (as defined above) for the purpose of performing my duties and/or functions as an employee or agent of Contractor working on SBCTA matters, I acknowledge the sensitive nature of the Personally Identifiable Information, as well as the applicable laws and policies pertaining to the handling of Personally Identifiable Information, and agree as follows:

1. I acknowledge that Personally Identifiable Information includes any information that can be used to distinguish or trace an individual’s identity or access an individual’s personal information or accounts, including:
 - A. Social Security Number (SSN).
 - B. Date of Birth and last-four digits of SSN.
 - C. Driver's license number or California identification card number with name.
 - D. Bank account number or credit/debit card number, alone or in combination with any required security code, access code, or password that would permit access to an individual's financial account.
 - E. Medical information to include digital copies Personal Health Information (ePHI).
 - F. Health insurance information.
 - G. Information or data collected through the use or operation of an automated license plate or facial recognition system.
 - H. A user name or email address, in combination with a password or security question and answer that would permit access to an online account.
2. I understand and am aware of SBCTA policies and applicable legal requirements regarding the handling of Personally Identifiable Information and have received training in such matters. I further agree to abide by such matters in the handling of Personal Information.
3. I understand my failure to comply with this Agreement may subject me to civil liabilities and criminal prosecution.

By signing below, I witness my agreement to all the terms and conditions of this Confidentiality Statement and Agreement, and Acknowledgement of Policies Regarding the Handling of Personally Identifiable Information.

Signature

Printed Name

Title/Position

Date

Minute Action

AGENDA ITEM: 11

Date: February 9, 2023

Subject:

Amendment No. 1 to Contract No. 18-1001811 with Dynamic Engineering Services Inc. for Construction Management Services for the State Route 60 Central Avenue Interchange Project

Recommendation:

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

- A. Approve an exception to the Procurement and Special Risk Assessment Policy No. 11000 and extend the termination date of Contract No. 18-1001811 with Dynamic Engineering Services, Inc. (DESI), to October 4, 2024, which is approximately 18 months beyond the 5-year maximum term outlined in Policy No. 11000.
- B. Approve Amendment No. 1 to Contract No. 18-1001811 to extend the contract termination date to October 4, 2024, to allow DESI sufficient time to perform inspections during the one-year plant establishment period and support closeout activities.

Background:

The State Route (SR) 60 Central Avenue Interchange Project (Project) proposes to widen the existing Central Avenue Bridge over SR 60, widen both westbound and eastbound on-ramps, and improve both ramp intersections. The Project would improve local street circulation, facilitate freeway access for the City of Chino (City), and improve regional mobility. San Bernardino County Transportation Authority (SBCTA) and the City executed Cooperative Agreement No. R14050 in June 2014, whereby SBCTA would be the lead agency for all Project phases. Since then, the Project has begun construction of the project.

On April 4, 2018, Contract No. 18-1001811 was executed with Dynamic Engineering Services, Inc. (DESI) for construction management of the SR 60 Central Avenue Interchange Project in the City of Chino. Construction Management activities include constructability review of the project plans and specifications, bid and award support, and management of the construction contract. Advertisement of the contract was deferred as staff applied for, and was able to allocate, over \$8 million of State Transportation Corridor Improvement Funds (TCIF). On August 4, 2020, the construction contract was advertised and on December 2, 2020, the construction contract was awarded. Work began after a Notice to Proceed (NTP) was issued on January 20, 2021.

At the time of the NTP, California Department of Transportation (Caltrans) was wrapping up their Three Bridges Replacement Project with an anticipated completion date of April 28, 2021. The bridges included in the Caltrans project are Pipeline Avenue, Monte Vista Avenue, and Benson Avenue. The SR 60 Central Avenue Bridge is in between two of the three bridges in the three-bridge project. Benson Avenue is to the east of Central Avenue; and Monte Vista Avenue and Pipeline Avenue are to the west of Central Avenue.

Construction on the SR 60 Project initially proceeded as planned with grading of the ramps and interchange gore areas, construction of the abutments, and installation of the bridge girders on the northbound bridge. In summer 2021, the contractor notified the Resident Engineer and

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

February 9, 2023

Page 2

SBCTA that they will be unable to proceed with retaining wall (RW) work per their approved Critical Path Method (CPM) schedule because the temporary striping in place for the Caltrans Three Bridges Replacement Project conflicts with the temporary striping that would allow full work area access to build the SR 60 Central RWs (RW 12 and RW 29).

The Caltrans contract pushed the traffic to the outside lanes to create work zones for the Caltrans bridge widening in median. The SR 60 Central Bridge Project pushed traffic inwards, to create work zones in the outer lanes. With the projects shifting traffic in opposite directions, the SR 60 Central Project could not implement the temporary striping per plan without creating an abrupt traffic shift. Therefore, the temporary striping had to be adjusted in order to achieve a safe and allowable taper.

SBCTA's construction management team worked with the contractor to shift work around to minimize delay impacts and to complete other elements of the projects. A portion of the Stage 1 temporary striping plan was revised via Change Order No. 4 due to striping conflict with adjacent project (Caltrans' Three Bridges Replacement Project (EA0F030)); Change Order No. 23 adjusted the temporary striping for Stage 2 work.

Based on a review of the remaining construction management support for DESI, staff is recommending that the Board approve a contract time extension for Contract No. 18-1001811 through October 4, 2024, to allow DESI sufficient time to perform inspections during the one-year plant establishment period and support closeout activities. This termination date places the contract duration approximately 18 months beyond the five-year contract term under SBCTA's Procurement and Special Risk Assessment Policy No. 11000. DESI was selected through a competitive procurement process as the most qualified firm to perform design services for this Project based on a review of their proposal and an interview by a panel consisting of SBCTA, the City, and Caltrans staff. DESI has been providing competent services in execution of their contract. This amendment will provide the needed construction services during plant establishment and closeout without disruption to the overall Project delivery. To date, the qualifications and performance, support processing this amendment with DESI through Project completion. This amendment complies with Policy No. 11000, V.C.3.d, and V.C.f.iii, as DESI is the best firm positioned to perform this work due to their unique knowledge of the Project.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0820, Sub-Task No. 0893 (SR-60 Central Avenue Interchange).

Reviewed By:

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

Responsible Staff:

Kristi Harris, Construction Manager

Approved
Board of Directors Metro Valley Study Session
Date: February 9, 2023

Witnessed By:

General Contract Information

Contract No: 18-1001811 Amendment No.: 1
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 02924 Vendor Name: Dynamic Engineering Services, Inc.
 Description: Construction Management services for the SR-60 Central Avenue Interchange project

Dollar Amount					
Original Contract	\$	3,196,115.80	Original Contingency	\$	319,611.00
Prior Amendments	\$	6,000.00	Prior Amendments	\$	(6,000.00)
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	3,202,115.80	Total Contingency Value	\$	313,611.00
Total Dollar Authority (Contract Value and Contingency)				\$	3,515,726.80

Contract Authorization

Board of Directors Date: 3/1/2023 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Capital Project Contracts _____ Sole Source? No No Budget Adjustment _____
 Local _____ MOU/COOP/JPA _____ Monthly _____

Accounts Payable

Estimated Start Date: 4/4/2018 Expiration Date: 4/4/2023 Revised Expiration Date: 10/4/2024

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

							Total Contract Funding:	Total Contingency:		
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$	
GL	6010	40	0830	0893	52005	42405002	5	City of Chino	1,882,844.09	184,403.27
GL	4120	40	0830	0893	52005	41100000	5	MSI (4120)	1,319,271.71	129,207.73
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-

Paul Melocoton Henry Stultz
 Project Manager (Print Name) Task Manager (Print Name)

Contingency release No. 1, \$6,000 on 6/21/2018.
 This amendment is for a time extension only.

Attachment: CSS 18-1001811 (8868 : SR-60 Central: Amendment No. 1 to Contract No. 18-1001811 with DESI)

AMENDMENT NO. 1 TO CONTRACT No. 18-1001811

FOR

CONSTRUCTION MANAGEMENT SERVICES

SR-60/CENTRAL AVENUE INTERCHANGE IMPROVEMENT PROJECT

(DYNAMIC ENGINEERING SERVICES, INC.)

This AMENDMENT No. 1 to Contract No. 18-1001811 is made by and between Dynamic Engineering Services, Inc. (“Consultant”) and the San Bernardino County Transportation Authority (“SBCTA”). SBCTA and CONSULTANT are each a “Party” and collectively the “Parties” herein.

RECITALS:

- A. On April 4, 2018, SBCTA approved Contract No. 18-1001811 (“Contract”) to engage the services of Consultant to provide professional services for construction management of the State Route 60 Interchange Improvement (“Project”).
- B. On June 21, 2018, a contingency amendment of \$6,000 was approved, increasing the contract amount by \$3,202,115.80.
- C. Completion of the construction of the Project is now forecasted to extend beyond the original planned completion date due to several factors, therefore extending the project schedule.
- D. Parties desire to amend Contract termination date to allow Consultant to complete work within the revised project schedule.

NOW THEREFORE, the Parties agree as follows:

- 1. Amend Section 4.1 in its entirety to read as follows:

“This Contract shall go into effect on April 4, 2018, contingent upon approval by SBCTA’s Awarding Authority, and Consultant shall commence work after written notification to proceed by SBCTA’s Procurement Analyst. The Contract shall end on October 4, 2024, unless extended by written amendment.”
- 2. The Recitals set forth above are incorporated herein by this reference.
- 3. Except as amended by this Amendment No. 1, all other provisions of the Contract shall remain in full force and effect.
- 4. This Amendment No. 1 is effective on the date executed by SBCTA.

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

IN WITNESS WHEREOF, the authorized parties have signed below.

**DYNAMIC ENGINEERING SERVICES,
INC., A CALIFORNIA CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Victor O Moore
Chief Executive Officer

By: _____
Art Bishop
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Chia-Chi Wang
Chief Financial Officer

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Beatriz Valdez
Director of Special Projects and
Strategic Initiatives.

DRAFT

Attachment: 18-1001811-01 (8868 : SR-60 Central: Amendment No. 1 to Contract No. 18-1001811 with DESI)

Minute Action

AGENDA ITEM: 12

Date: February 9, 2023

Subject:

Funding Agreement for Cucamonga Station/Milliken Avenue Traffic Study

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 Funding Agreement No. 23-1002948 between SBCTA and the City of Rancho Cucamonga (City) with SBCTA contributing \$200,000 in Measure I Valley Transportation Management Systems (TMS) Program funds to the City for the purpose of preparing the Cucamonga Station/Milliken Avenue Traffic Study.

B. Amend the Fiscal Year 2022/2023 budget to increase Task No. 0404 by \$200,000 in Measure I Valley TMS Program funds to fund the SBCTA contribution to the City of Rancho Cucamonga for preparing the Cucamonga Station/Milliken Avenue Traffic Study.

Background:

Brightline West (Brightline) is a privately operated express inter-city passenger rail system which began operating in Florida in January 2018. It is currently the only privately owned and operated inter-city passenger railroad in the United States, and operates between Miami, Fort Lauderdale and West Palm Beach, with an expansion to Orlando under construction.

Talks between San Bernardino County Transportation Authority (SBCTA) and Brightline began in early 2020, and the SBCTA Board of Directors approved a Memorandum of Understanding with Brightline to proceed with discussions of extending their high-speed rail line from Apple Valley to Rancho Cucamonga, with an intermediate station in Hesperia. The alignment would follow Interstate 15 (I-15) down the Cajon Pass and then connect to the Cucamonga Metrolink station, with approximately one mile of the alignment between I-15 and Cucamonga Station in the right-of-way of the Metrolink San Bernardino Line. This project will not only provide Southern California residents with access to high-speed rail service to Las Vegas, but will also provide rail access by residents of the High Desert to employment and activity centers in the San Bernardino Valley and greater Los Angeles.

Brightline has completed the final approval processes for their Apple Valley to Las Vegas high-speed rail project and has completed a draft Environmental Assessment for the segment from Apple Valley to Rancho Cucamonga, which recently completed its public comment period. Pending the funding of the project, Brightline plans to begin construction in 2023, with revenue service beginning in Fiscal Year 2026/2027.

Cucamonga Station is emerging as a major multimodal hub that will incorporate existing Metrolink service with Brightline, West Valley Connector Bus Rapid Transit (WVC BRT), and potentially a tunnel providing on-demand shuttle service with autonomous vehicles directly between Cucamonga Station and the terminals at Ontario International Airport (ONT). While a draft traffic study has been prepared by Brightline to assess the impacts of vehicular traffic to

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

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and from the station, the City of Rancho Cucamonga (City) needs to make an assessment of improvements that may be necessary to accommodate traffic on Milliken Avenue from Foothill Boulevard to Interstate 10, as well as provide for traffic circulation to, from, and within Cucamonga Station.

The Cucamonga Station/Milliken Avenue Widening Study will evaluate the impacts related to anticipated increased traffic volumes on Milliken Avenue resulting from the development of the Brightline West high-speed rail terminus at Cucamonga Station. The study will also include preparation of conceptual plans for widening of Milliken Avenue in the vicinity of the new station to address capacity issues identified in the study. Attachment A provides a one-page overview of the proposed scope of work for the study, provided by the City. The City is requesting \$200,000 from SBCTA to fund the study. Funding is proposed to come from the Measure I Valley Transportation Management Systems (TMS) Program.

Financial Impact:

This item is not consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

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

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors Metro Valley Study Session
Date: February 9, 2023

Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 23-1002948 Amendment No.: _____
 Contract Class: Payable Department: Planning
 Vendor No.: 01755 Vendor Name: City of Rancho Cucamonga
 Description: Cucamonga Station/Milliken Avenue Traffic Study

Dollar Amount					
Original Contract	\$	200,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	200,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	200,000.00

Contract Authorization

Board of Directors _____ Date: 3/1/2023 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? N/A Board Approved Budget Adjustment _____
 Local _____ Funding Allocation _____ N/A _____

Accounts Payable

Estimated Start Date: 3/1/2023 Expiration Date: 6/30/2024 Revised Expiration Date: _____

NHS: N/A 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: 4180	20	0404	0000	54620	41100000		MSI Valley TMS	200,000.00		-	
GL: []	[]	[]	[]	[]	[]	[]	[]	200,000.00		-	
GL: []	[]	[]	[]	[]	[]	[]	[]	-		-	
GL: []	[]	[]	[]	[]	[]	[]	[]	-		-	
GL: []	[]	[]	[]	[]	[]	[]	[]	-		-	
GL: []	[]	[]	[]	[]	[]	[]	[]	-		-	
GL: []	[]	[]	[]	[]	[]	[]	[]	-		-	
GL: []	[]	[]	[]	[]	[]	[]	[]	-		-	
GL: []	[]	[]	[]	[]	[]	[]	[]	-		-	
GL: []	[]	[]	[]	[]	[]	[]	[]	-		-	

 Steve Smith
 Project Manager (Print Name)

 Steve Smith
 Task Manager (Print Name)

Additional Notes:

Attachment: css 23-1002948 [Revision 1] (9142 : Funding Agreement for Cucamonga Station/Milliken Avenue Traffic Study)

CONTRACT 23-1002948**FUNDING AGREEMENT****BETWEEN THE****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND CITY OF RANCHO CUCAMONGA****FOR PREPARATION OF THE****CUCAMONGA STATION/MILLIKEN AVENUE TRAFFIC STUDY****I. PARTIES AND TERM**

- A. This Funding Agreement (“AGREEMENT”) is entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and City of Rancho Cucamonga (“CITY”) (each individually a “PARTY” and collectively, the “PARTIES”) on the Effective Date (as defined herein).
- B. This AGREEMENT shall be effective as of the last date of execution by SBCTA and CITY (“Effective Date”) and shall terminate on June 30, 2024, but may be extended or terminated earlier in accordance with the provisions of this AGREEMENT.
- C. This AGREEMENT may be terminated without cause upon thirty (30) days’ written notice by either PARTY. CITY and SBCTA are authorized to exercise their respective rights with respect to any termination of this AGREEMENT. The City Manager and the Executive Director of SBCTA, or their designees, have authority to terminate this AGREEMENT on behalf of their respective agencies.

II. RECITALS

- A. WHEREAS, CITY desires to prepare the Cucamonga Station/Milliken Avenue Traffic Study (“Study”).
- B. WHEREAS, SBCTA has an interest in facilitating transit access and mobility for residents, visitors, and businesses and derives benefit from transit’s congestion-reducing effects on highway facilities in San Bernardino County.
- C. WHEREAS, the CITY’s Scope of Work attached hereto as Attachment “A” includes the activities to be undertaken in the Study.
- D. WHEREAS, \$200,000 of SBCTA funding will be made available to the CITY for completing the Study in accordance with the Scope of Work.

- E. WHEREAS, CITY is qualified to manage the preparation of the Study.
- F. WHEREAS, SBCTA desires that CITY prepare the Study in accordance with the Scope of Work, and CITY agrees to perform these services as set forth below.
- G. NOW THEREFORE, SBCTA and CITY mutually agree to the following terms and conditions.

III. RESPONSIBILITIES

A. CITY Responsibilities:

- i. CITY shall procure a Consultant (“Consultant”) to perform the services required for the Study as generally described as follows and as set forth in Attachment A to this AGREEMENT:

The Cucamonga Station/Milliken Avenue Traffic Study will evaluate the impacts related to anticipated increased traffic volumes on Milliken Avenue resulting from the development of the Brightline West high-speed rail station at Cucamonga Station. The study will also include preparation of conceptual plans for widening of Milliken Avenue in the vicinity of the new station to address capacity issues identified in the study.

- ii. CITY shall receive an up-front payment of funds from SBCTA, pay Consultant invoices, and, on a quarterly basis, submit to SBCTA progress reports and documentation of services provided and costs incurred within 30 days following the end of each calendar quarter. This will include copies of invoices received by CITY from the Consultant. No CITY staff time shall be charged to SBCTA under this AGREEMENT.
- iii. CITY shall protect from unauthorized use or disclosure names and other Personally Identifiable Information (PII) concerning persons receiving services pursuant to this AGREEMENT, except for anonymous statistical information that does not identify participants. PII is defined as any information that identifies or describes a person, including, but not limited to: name; social security number; date of birth; driver license number; home address; telephone number; billing address; e-mail address; credit card number and expiration date; bank account information; medical and health information, including digital copies of personal, or protected, health information (ePHI); health insurance; user name or email address, in combination with a password or security question and answer that would permit access to an online account; and other personally identifiable information as defined by California or federal law. CITY shall not use or disclose any PII for any purpose other than carrying out the obligations under this AGREEMENT, except as may be otherwise required by law. This provision will remain in the force even after the termination of the AGREEMENT.

B. SBCTA Responsibilities

- i. SBCTA shall provide funding for the Study in accordance with Section V. Fiscal Provisions.

IV. MUTUAL RESPONSIBILITIES

- A. SBCTA and CITY will establish mutually satisfactory methods for dispute resolution at the lowest possible level, with a procedure to mobilize dispute resolution up through the PARTIES' respective chains of command.
- B. SBCTA and CITY will cooperate and coordinate with Consultant and other parties in providing the services and responsibilities required under this AGREEMENT to the extent practicable with respect to the performance hereunder.

V. FISCAL PROVISIONS

- A. SBCTA shall make an up-front payment to City equal to \$200,000 ("Up-Front Payment"). The maximum amount of payment from SBCTA to CITY under this AGREEMENT shall not exceed \$200,000.
- B. CITY shall prepare an invoice for the full Up-Front Payment from SBCTA in a form satisfactory to SBCTA. SBCTA shall pay the Up-Front Payment to CITY within 30 days of receipt of CITY's invoice. During the course of the project, CITY shall maintain documentation supporting each element of measurement and/or cost deducted from the Up-Front Payment, including costs incurred by CITY'S Consultant(s) and shall provide a financial status report and progress report on a quarterly basis, due not later than 30 days following the end of each calendar quarter. At the conclusion of the study, CITY shall provide a close-out report not later than 60 days following completion of the project summarizing total expenditures incurred.
- C. CITY shall include in its closeout report to SBCTA all funds not expended from the Up-Front Payment for the performance of the Scope of Work and shall reimburse SBCTA such remaining funds.

VI. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the AGREEMENT shall be effective unless it is made in a writing which specifies the provision(s) so waived and which is executed by both PARTIES. No course of dealing and no delay or failure of a PARTY in exercising any right under any AGREEMENT shall affect any other or future exercise of that right or any exercise of any other right. A PARTY shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

- B. Any modifications of any terms or conditions of this AGREEMENT shall be valid only when reduced to writing, duly signed and approved by the Authorized Representatives of all PARTIES.
- C. This AGREEMENT constitutes the sole and entire agreement among the PARTIES governing the matters set forth herein and supersedes any prior understandings, negotiations, agreements, arrangements and undertakings, written or oral, between the PARTIES respecting the subject matter herein. All previous proposals, offers, and other communications, written or oral, relative to this AGREEMENT, are superseded to the extent that they are not incorporated into this AGREEMENT. It is the intent of the PARTIES that this AGREEMENT is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions. No representation, warranty, covenant, inducement or obligation not included in this AGREEMENT shall be binding.
- D. Without the prior written consent of the other PARTY, the AGREEMENT is not assignable by either PARTY, in whole or in part.
- E. If any legal action is instituted to enforce any PARTY's rights hereunder, each PARTY shall bear its own costs and attorney fees, regardless of who is the prevailing PARTY. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a PARTY hereto and payable under any indemnification or insurance requirements.
- F. This AGREEMENT shall be governed by and construed according to the laws of the State of California.
- G. The PARTIES acknowledge and agree that this AGREEMENT was entered into and intended to be performed in Rancho Cucamonga, California. The PARTIES agree that the venue of any action or claim brought by any PARTY to this AGREEMENT will be the Superior Court of California, San Bernardino County. Each PARTY hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this AGREEMENT is brought by any third party and filed in another venue, the PARTIES hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

VII. MUTUAL INDEMNIFICATION

- A. City agrees to indemnify, defend (with counsel approved by SBCTA) and hold harmless SBCTA and its officers, employees, agents, volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the CITY's negligent or wrongful acts or omissions in CITY's performance of its obligations under this AGREEMENT.

SBCTA agrees to indemnify, defend (with counsel approved by CITY) and hold harmless CITY and its officers, employees, agents and volunteers from any and all

claims, actions, losses, damages and/or liability resulting from SBCTA's negligent or wrongful acts or omissions in SBCTA's performance of its obligations under this AGREEMENT.

In the event the CITY and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the AGREEMENT, the CITY and/or SBCTA shall indemnify the other to the extent of its comparative fault.

VIII. INSURANCE

- A. CITY is a self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- B. SBCTA is insured for Commercial General Liability, Professional Liability, Auto Liability and Workers Compensation in amounts believed to be adequate to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.

IX. CONCLUSION

- A. This AGREEMENT, consisting of seven (7) pages, including Attachment A, is the full and complete document including all covenants, conditions, and benefits.
- B. The signatures of the PARTIES affixed to this AGREEMENT affirm that they are duly authorized to commit and bind them to the terms and conditions set forth in this document.
- C. This AGREEMENT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same AGREEMENT. The PARTIES shall be entitled to sign and transmit an electronic signature of this AGREEMENT (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the PARTY whose name is contained therein. Each PARTY providing an electronic signature agrees to promptly execute and deliver to the other PARTY an original signed AGREEMENT upon request.

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

In witness whereof the PARTIES have executed this AGREEMENT on the dates written below and this AGREEMENT is effective upon the last date of execution below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF RANCHO CUCAMONGA

By: _____
Art Bishop
President, Board of Directors

By: _____
L. Dennis Michael
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

By: _____
Nicholas R. Ghirelli
City Attorney

DRAFT

**ATTACHMENT A
SCOPE OF WORK**

DRAFT

- ATTACHMENT A - CUCAMONGA STATION MILLIKEN AVENUE TRAFFIC STUDY BUDGET LEVEL SCOPING

November 22, 2022

DESCRIPTION:

The Cucamonga Station Milliken Avenue Traffic Study will evaluate the impacts related to anticipated increased traffic volumes on Milliken Avenue resulting from the development of the Brightline West high-speed rail station at Cucamonga Station. The study will also include preparation of conceptual plans for widening of Milliken Avenue in the vicinity of the new station to address capacity issues identified in the study.

OVERVIEW OF SCOPE OF WORK:

The scope of the study will include the following high-level tasks along with related lower-level detailed analysis resulting in a conceptual plan, scope, and timeline that will be the basis for detailed construction drawings and funding plan preparation.

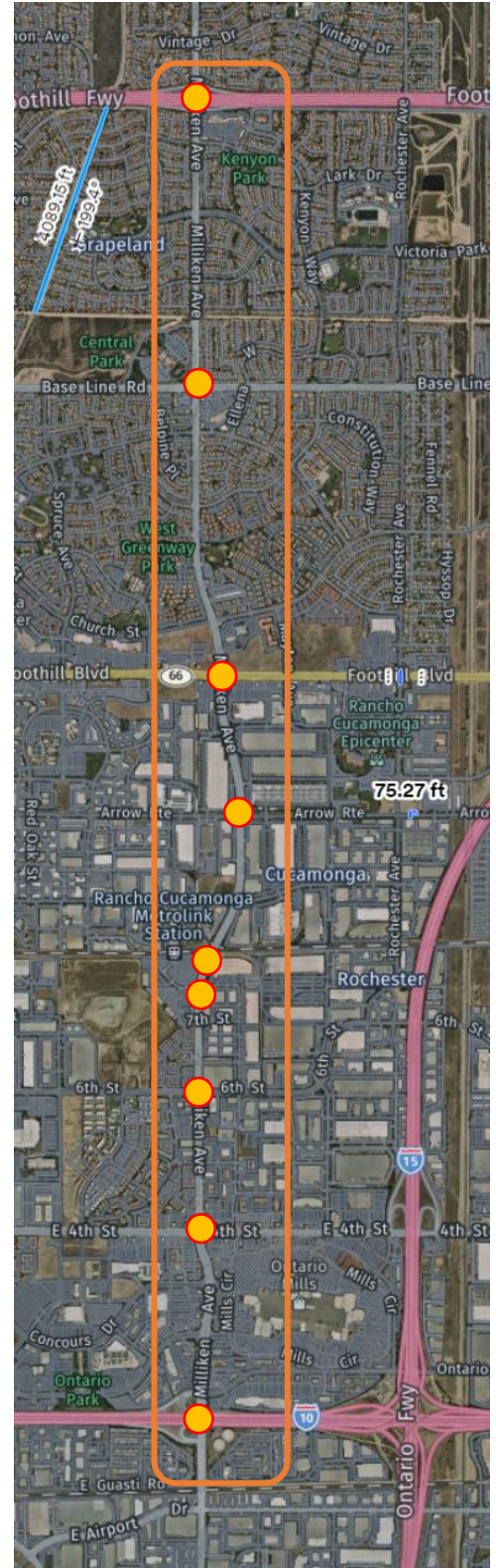
Traffic Analysis

- Preparation of trip generation and distribution for the planned high-speed rail station
- Evaluation of the Level of Service for major and critical minor intersections along Milliken Avenue between the SR-210 and I-10 freeways utilizing existing, opening year, and horizon year scenarios
- Evaluation of segment levels of service for major segments of Milliken Avenue between the SR-210 and I-10 freeways
- Determination of additional capacity needs at the intersection and segment levels along with thresholds for implementation of needed improvements

Conceptual Planning

- Preparation of a conceptual plan and budget estimates for the addition of capacity improvements based on the results of the traffic analysis
- Research and evaluation of barriers to development of capacity improvements along with their potential impacts on existing and planned utilities and the tunnel planned from Cucamonga Station to Ontario International Airport
- Research and evaluation of barriers to development of capacity improvements along with design constraints related to the existing grade separated Metrolink rail crossing adjacent to Cucamonga Station

BUDGET LEVEL ESTIMATE OF COST: \$200,000



Minute Action

AGENDA ITEM: 13

Date: February 9, 2023

Subject:

Programming of Federal Formula Funds in Response to Corrective Action

Recommendation:

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

Approve projects for programming of Federal Surface Transportation Block Grant and Congestion Mitigation and Air Quality Improvement Program funds in Fiscal Years 2022/2023 through 2025/2026 in response to the Corrective Action required by Southern California Association of Governments, and authorize staff to make adjustments as necessary to the programmed amounts on the listed projects to maximize programming to the funds available.

Background:

As reported to the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) in January 2023, the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) issued a Corrective Action dated April 15, 2021, to the California Department of Transportation (Caltrans) regarding the administration and oversight of the Congestion Mitigation and Air Quality Improvement Program (CMAQ) and Urban Surface Transportation Block Grant (STP) programs. This was followed by a Corrective Action issued to Southern California Association of Governments (SCAG) on August 15, 2022, as part of their 2022 Federal Certification Review. Caltrans and SCAG have been given until June 30, 2023, to demonstrate policies and procedures that comply with Federal regulations for the administration of these programs, which will require project approval by SCAG. Projects that are programmed with STP and CMAQ funds in the Federal Transportation Improvement Program (FTIP) as of June 30, 2023, in Fiscal Years 2022/2023 through 2025/2026, will be grandfathered and not subject to the new project approval procedures.

Attachment 1 shows the commitments of STP and CMAQ funds that were made in the 2021 Update to the 10-Year Delivery Plan and the current 10-year CMAQ Allocation Plan for Transit Operators relative to the current programming capacity. Staff has worked with the project sponsors to identify changes to project schedules to ensure that SBCTA can maximize the STP and CMAQ funds programmed through Fiscal Year 2025/2026 by the June 30, 2023 deadline. Changes to the programming needs are indicated in bold in Tables 1 and 2 below. In cases where programming capacity is available, staff has determined additional projects that are able to use this capacity.

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

February 9, 2023

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Table 1 – Proposed STP Programming through Fiscal Year 2025/2026

Agency	Project	Annual Programming Capacity/Proposed Programming			
		Grandfathered Years			
		2023*	2024	2025	2026
		\$18,267,000	\$29,769,000	\$29,758,000	\$29,747,000
SB County	Baker Bridge				\$9,561,344
SB County	National Trails Highway Bridges			\$14,429,382	
SB County	Needles Highway Segment 1C Right of Way	\$500,000			
SB County	Needles Highway Segment 1C Construction				\$8,000,000
SBCTA	Barstow Mojave Bridges Construction		\$5,427,718		
SBCTA	Barstow Mojave Bridges Construction¹		(\$5,427,718)		
SBCTA	I-10 Contract 1 (DB contingency)	\$3,519,873			
SBCTA	I-10 Contract 1 PCM Increase (1/2023)	\$13,673,974	\$338,089		
SBCTA	I-10 Contract 1 Project Cost Increase (proposed 3/2023) ²		\$5,800,000		
SBCTA	I-10 Contract 2 Construction³			\$5,471,338	\$8,079,452
SBCTA	I-215 University Pkwy Construction	\$573,153			
SBCTA	US-395 Phase 2, I-15 to SR 18		\$3,562,059		
SBCTA	US-395 Phase 2, I-15 to SR 18⁴		\$12,955,654	\$5,691,346	
SBCTA	I-15 Contract 1 Construction Fund Swap with RCTC⁵		\$1,080,000		
SBCTA	I-15 Contract 1 Construction⁶		\$6,033,198	\$4,165,934	
Twentynine Palms	SR62 Phase 2B Widening, Encelia to Larrea Construction				\$4,106,204
Annual Total Planned		\$18,267,000	\$29,769,000	\$29,758,000	\$29,747,000
Annual Programming Capacity Balance		\$0	\$0	\$0	\$0
Cumulative Balance		\$0	\$0	\$0	\$0

*Programming capacity in Fiscal Year 2022/2023 is reduced to account for an apportionment loan payback to Ventura County Transportation Commission

Notes to Table 1

¹ The City of Barstow is coordinating with Caltrans to add the Mojave Overflow Bridge to this project and cannot proceed with design until this has been approved. SBCTA can replace the planned STP funds with other funds, such as Local Partnership Program funds, or can nominate this project to SCAG for STP funds in the future when the project is ready to proceed.

² There is a concurrent agenda item that recommends the allocation of \$5.8 million in STP funds to fund a project cost increase on the Interstate 10 (I-10) Contract 1 Project.

³ These STP funds can replace a like amount of Measure I Freeway Program funds on the I-10 Contract 2 project and reduce the bonding need in that program.

⁴ There is currently \$18.647 million in State Transportation Improvement Program funds programmed for the US 395 Phase 2 Widening Project in Fiscal Year 2025/2026, which is beyond the initiation of construction of the project. Replacing these funds with STP funds will ensure the funding is available when the project is ready for construction. Additionally they will provide a backstop if the project is not successful in a State Trade Corridor Enhancement Program (TCEP) competitive grant award.

⁵ Riverside County Transportation Commission (RCTC) has TCEP funds available for the cost of the Interstate 15 (I-15) Contract 1 Project being constructed in their County. However, TCEP funds cannot be used for required Caltrans oversight work associated with the project. This would swap \$1.08 million of SBCTA STP funds to be used to fund this oversight work for \$1.08 million of RCTC TCEP funds to be used on construction in San Bernardino County.

⁶ These STP funds can replace a like amount of Measure I Freeway Program funds on the I-15 Contract 1 Project and reduce the bonding need in that program.

Board of Directors Metro Valley Study Session Agenda Item

February 9, 2023

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Table 2 – Proposed CMAQ Programming through Fiscal Year 2025/2026

Agency	Project	Annual Programming Capacity/Proposed Programming			
		Grandfathered Years			
		2023	2024	2025	2026
		\$46,043,076	\$32,100,718	\$32,090,718	\$32,080,518
MARTA	Buses/Infrastructure	\$724,129	\$316,524		\$3,046,887
MBTA	Buses/Infrastructure		\$745,070	\$904,072	
Ommitrans	Buses/Infrastructure		\$19,976,014	\$26,486,646	\$17,117,915
SBCTA	SCAB Rideshare			\$2,200,000	
SBCTA	MDAB Rideshare		\$700,000		\$700,000
SBCTA	I-10 Contract 1 (DB Contingency)	\$7,181,264			
SBCTA	I-15 Contract 1 Construction (RCTC Contribution)¹	\$12,934,000			
SBCTA	I-15 Contract 1 Construction²	\$11,175,958	\$7,069,110		\$7,465,716
SBCTA	West Valley Connector	\$11,275,000			
SBCTA	Tunnel to Ontario International Airport		\$1,980,000		
VVTA (North Desert)	Buses/Infrastructure		\$650,000		\$650,000
VVTA (Victor Valley)	Buses/Infrastructure	\$2,725,000	\$664,000	\$2,500,000	\$3,100,000
Yucca Valley	SR-62 Signal Synch Church St to Yucca Mesa/ La Contenta Rd Balance	\$27,725			
	Annual Total Planned	\$46,043,076	\$32,100,718	\$32,090,718	\$32,080,518
	Annual Programming Capacity Balance	\$0	\$0	\$0	\$0
	Cumulative Balance	\$0	\$0	\$0	\$0

Notes to Table 2

¹ RCTC has proposed to contribute \$12.934 million to the I-15 Contract 1 Project and will provide a CMAQ apportionment transfer to SBCTA to cover the contribution, thus increasing the Fiscal Year 2022/2023 programming capacity.

² These CMAQ funds can replace a like amount of Measure I Freeway Program funds on the I-15 Contract 1 Project and reduce the bonding need in that program.

The proposed programming in Tables 1 and 2 will ensure that no excess programming capacity remains through Fiscal Year 2025/2026. In the event the programming targets change, staff recommends the Board authorize staff to make adjustments to the US 395 Phase 2 Widening Project, I-10 Contract 2 Project, or the I-15 Contract 1 Project as necessary to maximize the programming to the funding available.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item is scheduled for review by the Mountain/Desert Policy Committee on February 17, 2023.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors Metro Valley Study Session
Date: February 9, 2023

Witnessed By:

San Bernardino County Transportation Authority

ATTACHMENT 1

Table 1 - STP Programming

Agency	Project	Annual Programming Capacity/Planned Programming							
		Grandfathered Years				10-Year Delivery Plan			
		2023*	2024	2025	2026	2027	2028	2029	2030
		\$18,267,000	\$29,769,000	\$29,758,000	\$29,747,000	\$29,747,000	\$29,747,000	\$29,747,000	\$29,747,000
SB County	Baker Bridge				\$9,561,344				
SB County	National Trails Highway Bridges		\$7,527,936.00	\$6,901,446.00		\$8,858,478.00			\$13,199,148.00
SB County	Needles Highway Segment 1C Right of Way	\$500,000							
SB County	Needles Highway Segment 1C Construction				\$8,000,000				
SB County	Phelan Rd Widening					\$23,399,874			
SBCTA	Barstow Mojave Bridges Construction		\$5,427,718						
SBCTA	I-10 Contract 1 (DB contingency)	\$3,519,873							
SBCTA	I-10 Contract 1 PCM Increase (1/2023)	\$13,673,974	\$338,089						
SBCTA	I-10 Contract 1 Project Cost Increase (proposed 3/2023)		\$5,800,000						
SBCTA	I-215 University Pkwy Construction	\$573,153							
SBCTA	US-395 Phase 2, I-15 to SR 18		\$3,562,059						
Twentynine Palms	SR62 Phase 2B Widening, Encelia to Larrea Construction				\$4,106,204				
Yucca Valley	SR 62 Widening, Sage to Airway Construction							\$14,797,095	
	Annual Total Planned	\$18,267,000	\$22,655,802	\$6,901,446	\$21,667,548	\$32,258,352	\$0	\$14,797,095	\$13,199,148
	Annual Programming Capacity Balance	\$0.00	\$7,113,198.00	\$22,856,554.00	\$8,079,452.00	(\$2,511,352.00)	\$29,747,000.00	\$14,949,905.00	\$16,547,852.00
	Cumulative Balance	\$0.00	\$7,113,198.00	\$29,969,752.00	\$38,049,204.00	\$35,537,852.00	\$65,284,852.00	\$80,234,757.00	\$96,782,609.00

* Programming capacity in Fiscal Year 2022/2023 is reduced to account for an apportionment loan payback to Ventura County Transportation Commission

Table 2 - CMAQ Programming

Agency	Project	Annual Programming Capacity/Planned Programming							
		Grandfathered Years				10-Year Delivery Plan			
		2023	2024	2025	2026	2027	2028	2029	2030
		\$33,109,076	\$32,100,718	\$32,090,718	\$32,080,518	\$32,080,518	\$32,080,518	\$32,080,518	\$32,080,518
MARTA	Buses/Infrastructure	\$724,129	\$316,524	\$0	\$3,046,887	\$2,750,322	\$821,931	\$0	\$1,851,448
MBTA	Buses/Infrastructure		\$745,070	\$904,072	\$0	\$876,513	\$595,579	\$1,040,485	\$3,053,006
Omnitrans	Buses/Infrastructure	\$0	\$19,976,014	\$26,486,646	\$17,117,915	\$26,369,560	\$27,142,452	\$28,672,131	\$2,345,204
SBCTA	SCAB Rideshare			\$2,200,000		\$2,800,000		\$2,800,000	
SBCTA	MDAB Rideshare		\$700,000		\$700,000		\$900,000		\$900,000
SBCTA	I-10 Contract 1 (DB Contingency)	\$7,181,264							
SBCTA	West Valley Connector	\$11,275,000							
SBCTA	Tunnel to Ontario International Airport		\$1,980,000						
VVTA (North Desert)	Buses/Infrastructure	\$0	\$650,000	\$0	\$650,000	\$0	\$650,000		\$650,000
VVTA (Victor Valley)	Buses/Infrastructure	\$2,725,000	\$664,000	\$2,500,000	\$3,100,000	\$2,500,000	\$3,465,983	\$6,311,981	\$5,658,869
Yucca Valley	SR-62 Signal Synch Church St to Yucca Mesa/ La Contenta Rd Balance	\$27,725							
	Annual Total Planned	\$21,933,118	\$25,031,608	\$32,090,718	\$24,614,802	\$35,296,395	\$33,575,945	\$38,824,597	\$14,458,527
	Annual Programming Capacity Balance	\$11,175,958.00	\$7,069,110.30	\$0.00	\$7,465,715.95	(\$3,215,876.95)	(\$1,495,427.18)	(\$6,744,078.55)	\$17,621,990.98
	Cumulative Balance	\$11,175,958.00	\$18,245,068.30	\$18,245,068.30	\$25,710,784.25	\$22,494,907.30	\$20,999,480.13	\$14,255,401.58	\$31,877,392.56

Attachment: Attachment 1 - STP and CMAQ Programming [Revision 1] (9317 : Programming of Federal

Additional Information

**BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE - 2023
VALLEY BOARD MEMBER ATTENDANCE**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Eunice Ulloa City of Chino	X											
Ray Marquez City of Chino Hills	X											
Frank Navarro City of Colton	X											
Aquanetta Warren City of Fontana												
Sylvia Robles City of Grand Terrace	X											
Larry McCallon City of Highland	X											
Rhodes 'Dusty' Rigsby City of Loma Linda	X											
John Dutrey City of Montclair	X											
Alan Wapner City of Ontario												
L. Dennis Michael City of Rancho Cucamonga												
Paul Barich City of Redlands												
Deborah Robertson City of Rialto												
Helen Tran City of San Bernardino												
Rudy Zuniga City of Upland	X											
Bobby Duncan City of Yucaipa	X											
Curt Hagman Board of Supervisors	X											

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

Communication: Attendance (Additional Information)

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2023

VALLEY BOARD MEMBER ATTENDANCE (Cont.)

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

MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

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

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.
 MVSSatt23 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