

**AGENDA**  
**Mountain/Desert Policy Committee**

**June 20, 2025**

**9:30 AM**

**Location**

*Mojave Desert Air Quality Management District  
14306 Park Avenue, Victorville, CA 92392*

**TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:**

**Needles City Hall  
817 Third Street  
Needles, CA 92363**

**Mountain/Desert Policy Committee Membership**

**Chair**

Debra Jones, Council Member  
*City of Victorville*

Rick Herrick, Council Member  
*City of Big Bear Lake*

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

**Vice Chair**

Art Bishop, Mayor Pro Tem  
*Town of Apple Valley*

Josh Pullen, Council Member  
*City of Hesperia*

Rick Denison, Council Member  
*Town of Yucca Valley*

Daniel Ramos, Mayor Pro Tem  
*City of Adelanto*

Janet Jernigan, Mayor  
*City of Needles*

Paul Cook, Supervisor  
*County of San Bernardino*

Timothy Silva, Mayor  
*City of Barstow*

Dawn Rowe, Supervisor  
*County of San Bernardino*

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

**AGENDA**

**Mountain/Desert Policy Committee Meeting**

**June 20, 2025**

**9:30 AM**

**Location**

**Mojave Desert Air Quality Management District  
14306 Park Avenue, Victorville, CA 92392**

**TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:**

**Needles City Hall  
817 Third Street  
Needles, CA 92363**

**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 Debra Jones)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications- Daishanae Lee

**Public Comment**

**Brief Comments from the General Public**

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

## **Possible Conflict of Interest Issues**

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

### **1. Information Relative to Possible Conflict of Interest**

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

**This item is prepared monthly for review by Board and Committee members.**

## **DISCUSSION ITEMS**

### **Discussion - Administrative Matters**

#### **2. Election of Committee Chair and Vice Chair**

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Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Mountain/Desert Policy Committee for terms to end June 30, 2026.

**Presenter: Andrea Zureick**

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

### **Discussion - Project Delivery**

#### **3. US 395 Phase 2 Widening Project Authorization to Release Invitation for Bids No. 25-1003266**

Pg. 17

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Authorize the Executive Director, or their designee, to release Invitation for Bids No. 25-1003266 for the construction of the US 395 Phase 2 Widening Project, subject to approval as to form by SBCTA General Counsel; or her designee, subject to final approval of the Plans, Specifications, and Estimates package by the California Department of Transportation; and issuance of the federal authorization to proceed with construction.

**Presenter: David Tan**

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

#### **4. Interstate 15 Cajon Pass Northbound Corridor Freight Project – Contract No. 25-1003243 for PID and PA/ED and Cooperative Agreement No. 25-1003299 with California Department of Transportation**

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That the Mountain/Desert Policy Committee recommend that the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Award Contract No. 25-1003243 to HDR Engineering, Inc., in a not-to-exceed amount of \$4,240,589.70, for Project Initiation Document (PID) and Project Approval & Environmental Document Services for the Interstate 15 Cajon Pass Northbound Corridor Freight Project (Project), for a three-year term, through June 30, 2028.

Agenda Item 4 (cont.)

B. Approve a contingency budget of \$424,058.97 for Contract No. 25-1003243, which would be released by the Department Director as necessary in compliance with SBCTA Contracting and Procurement Policy No. 11000.

C. Authorize the Executive Director, or their designee, to execute Cooperative Agreement No. 25-1003299 with the California Department of Transportation (Caltrans), in substantially the form presented and upon approval as to final form by General Counsel, for Caltrans' oversight services of the PID phase for the Project for an amount not-to-exceed \$150,000.00.

**Presenter: Sal Chavez**

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

**Discussion - Regional/Subregional Planning**

**5. Mountain/Desert Smart Corridors Update and Funding Allocation**

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That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Receive an update on Smart Corridor projects in the Mountain/Desert Subareas.

B. Allocate \$499,600 in Measure I Victor Valley Subarea Project Development and Traffic Management Systems funds to conduct the planning and project development phase of the Bear Valley Road Smart Corridor.

**Presenter: Steve Smith**

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

**6. Update on Cajon Pass Emergency Bypass Strategy**

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Receive an update on the Cajon Pass Emergency Bypass Strategy.

**Presenter: Steve Smith**

**This item was received by the Board of Directors Metro Valley Study Session on June 12, 2025.**

**Discussion - Legislative/Public Outreach**

**7. Measure I - Toolkit**

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Receive information regarding the Measure I Toolkit.

**Presenter: Otis Greer**

**This item was reviewed by the City/County Managers' Technical Advisory Committee on June 5, 2025 and the Board of Directors Metro Valley Study Session on June 12, 2025.**

**Comments from Board Members**

**Brief Comments from Board Members**

## **ADJOURNMENT**

### **Additional Information**

Attendance

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Acronym List

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Mission Statement

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**The Mountain/Desert Policy Committee meeting will go dark in July.**

**The next Mountain/Desert Policy Committee meeting is scheduled for August 15, 2025.**

## **Meeting Procedures and Rules of Conduct**

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

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

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

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

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

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

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

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

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item, except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Any individual who wishes to share written information with the Board may provide 35 copies to the Clerk of the Board for distribution. If providing written information for distribution to the Board, such information must be emailed to the Clerk of the Board, at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com), no later than 2:00 pm the day before the meeting in order to allow sufficient time to distribute the information. Written information received after the 2:00 pm deadline will not be distributed. Information provided as public testimony is not read into the record by the Clerk. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. Any consent item that is pulled for discussion shall be treated as a discussion item, allowing further public comment on those items.

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

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

Your cooperation is appreciated!

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

**Attendance.**

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

**Basic Agenda Item Discussion.**

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

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

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



**Amendment or Substitute Motion.**

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

**Call for the Question.**

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

**The Chair.**

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

**Courtesy and Decorum.**

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

*Adopted By SANBAG Board of Directors January 2008*

*Revised March 2014*

*Revised May 4, 2016*

*Revised June 7, 2023*

## ***Minute Action***

### AGENDA ITEM: 1

***Date:*** June 20, 2025

***Subject:***

Information Relative to Possible Conflict of Interest

***Recommendation:***

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

***Background:***

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

Item No.	Contract No.	Principals & Agents	Subcontractors
4	25-1003243	HDR Engineering, Inc. <i>Anna Lantin</i>	ICF Jones & Stokes, Inc. Fehr & Peers, Inc. Earth Mechanics, Inc. Procura360 Group, LLC Psomas Bargas Environmental Consulting, LLC

***Financial Impact:***

This item has no direct impact on the budget.

***Reviewed By:***

This item is prepared monthly for review by Board and Committee members.

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

Approved  
Mountain-Desert Committee  
Date: June 20, 2025  
Witnessed By:

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

## ***Minute Action***

AGENDA ITEM: 2

***Date:*** June 20, 2025

***Subject:***

Election of Committee Chair and Vice Chair

***Recommendation:***

Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Mountain/Desert Policy Committee for terms to end June 30, 2026.

***Background:***

Terms for the Chair and Vice Chair of each of the San Bernardino County Transportation Authority (SBCTA) policy committees and Board of Directors Metro Valley Study Session (MVSS) expire on June 30, 2025. Election of Chair and Vice Chair for each of the policy committees and MVSS is scheduled to immediately follow the annual election of SBCTA Officers, which occurred at the June Board of Directors meeting.

This item provides for an election to be conducted, which will identify the Chair and Vice Chair of the Mountain/Desert Policy Committee to serve until June 30, 2026. A complete listing of SBCTA policy committees, memberships, and chairs is attached to this item for reference.

***Financial Impact:***

This item has no financial impact to the adopted Budget for Fiscal Year 2025/2026.

***Reviewed By:***

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

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

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Approved  
Mountain-Desert Committee  
Date: June 20, 2025  
Witnessed By:

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

## San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<b>General Policy Committee</b> Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County)* 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. The General Policy Committee is authorized to approve Contracts in excess of \$100,000, Contract Task Orders in excess of \$500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Vice Chair/President) John Dutrey, Montclair (TC Chair) Alan Wapner, Ontario Jesse Armendarez, Supervisor <u>East Valley</u> Frank Navarro, Colton Larry McCallon, Highland Helen Tran, San Bernardino (MVSS Chair) Joe Baca, Jr., Supervisor <u>Mountain/Desert</u> Art Bishop, Apple Valley Debra Jones, Victorville Rick Denison, Yucca Valley (Chair/Vice President) Dawn Rowe, Supervisor (Past President) Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025 6/30/2025
<b>Transit Committee</b> Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)	John Dutrey, Montclair** (Chair) Joe Baca, Jr., Supervisor (Vice Chair) Art Bishop, Town of Apple Valley Eunice Ulloa, Chino Ray Marquez, Chino Hills** Frank Navarro, Colton Acquanetta Warren, Fontana Bill Hussey, Grand Terrace Larry McCallon, Highland* Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Rick Denison, Yucca Valley	Indeterminate (6/30/2025) 12/31/2026 (6/30/2025) 12/31/2026 12/31/2026 Indeterminate 12/31/2025 12/31/2025 12/31/2026 Indeterminate Indeterminate 12/31/2025 12/31/2026

## San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<b>Mountain/Desert Committee</b> Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion.  The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.  (Brown Act)	Debra Jones, Victorville (Chair) Art Bishop, Apple Valley (Vice Chair) Daniel Ramos, Adelanto Timothy Silva, Barstow Rick Herrick, Big Bear Lake Josh Pullen, Hesperia Janet Jernigan, Needles Daniel Mintz, Sr., Twentynine Palms Rick Denison, Yucca Valley Paul Cook, Supervisor Dawn Rowe, Supervisor	Indeterminate (6/30/2025) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
<b>Legislative Policy Committee</b> Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member  Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body.  Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations.  (Brown Act)	Ray Marquez, Chino Hills (President) Rick Denison, Yucca Valley (Vice President) Dawn Rowe, Supervisor (Past President) Art Bishop, Apple Valley Larry McCallon, Highland Alan Wapner, Ontario Paul Cook, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2026 12/31/2026 12/31/2026 12/31/2026

### Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
Legislative Policy Committee	Second Wednesday, 9:30 a.m., SBCTA Office
Transit Committee	Second Thursday, 9:00 a.m., SBCTA Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

### Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.  (Brown Act)	Board of Directors Helen Tran, San Bernardino (Chair) Jesse Armendarez, Supervisor (Vice Chair)	6/30/2025 6/30/2025

### Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 11 members appointed by the SBCTA Executive Director.</p> <p>5 representing Public Transit Providers</p> <p>1 representing County Dept. of Public Works</p> <p>2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively.</p> <p>5 At Large Members representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings</p> <p>(2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications</p> <p>(3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan</p> <p>(4) Review call for projects for Federal Transit Administration Section 5310 grant applications</p> <p>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit</p> <p>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit</p> <p>(7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I</p> <p>(8) Identify regional or county level areas of unmet needs</p> <p>(9) Address special grant or funding opportunities</p> <p>(10) Address any special issues of PASTACC voting and non-voting members</p> <p>(Brown Act)</p>	<p>Standing Membership –</p> <p>Morongo Basin Transit Authority</p> <p>Mountain Transit</p> <p>City of Needles Transit Services</p> <p>Omnitrans</p> <p>Victor Valley Transit Authority</p> <p>County of San Bernardino Dept. of Public Works</p> <p>At Large Membership –</p> <p>San Bernardino Dept. of Aging and Adult Services</p> <p>Foothill Aids</p> <p>Anthesis</p> <p>Reach Out Morongo Basin</p> <p>Loma Linda University Health</p>	<p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>5/31/2027</p> <p>9/30/2026</p> <p>9/30/2026</p> <p>4/30/2028</p> <p>8/31/2027</p>

**Meeting Dates and Time:** Bi monthly, beginning in January, 2<sup>nd</sup> Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

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

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <p>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</p> <p>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure "T" funding.</p> <p>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Cole Jackson (A)</p> <p><i>Vacant</i> (B)</p> <p>Alex Artiaga (C)</p> <p>Chad Logan (D)</p> <p>Patrick Morris (E)</p> <p>Ray Marquez, Ex-Officio</p> <p>Ray Wolfe, Ex-Officio</p>	<p>10/31/2028</p> <p>06/30/2028</p> <p>06/30/2028</p> <p>03/01/2029</p>

### SBCTA Ad Hoc Committees

The Brown Act does not apply to ad hoc or temporary advisory committees composed of less than a majority of the Board or a standing policy committee. The President of the Board of Directors may designate ad hoc committees to study specific projects or matters for a set time frame subject to the concurrence of the Board of Directors, and shall make appointments to the ad hoc committees. When the subject matter of the ad hoc committee is of relevance to the geographical region of the County as a whole, geographical representation should be considered and if there is lack of interested members to ensure geographical balance the Board President may seek out participation from specific members.

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Council of Governments Ad Hoc Committee</b></p> <p>On May 1, 2024, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To provide guidance on the reviewing and updating the Bylaws and policies relating to SBCOG. At the November 6, 2024 Board meeting, staff was directed to work with the SBCOG Ad Hoc to complete the equity framework. This ad hoc has a term ending June 30, 2025.</p>	<p>Daniel Ramos, Adelanto</p> <p>Rick Herrick, Big Bear Lake</p> <p>Larry McCallon, Highland</p> <p>John Dutrey, Montclair</p> <p>L. Dennis Michael, Rancho Cucamonga</p> <p>Helen Tran, San Bernardino</p> <p>Rick Denison, Yucca Valley</p> <p>Joe Baca Jr., Supervisor</p>

<b>Housing Trust Ad Hoc Committee</b> On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President, for a term ending December 31, 2023. On December 6, 2023, the Board approved a 6-month extension, for a new term ending June 30, 2024. On February 7, 2024, the Board approved a 6-month extension, for a new term ending December 31, 2024. On November 6, 2024, the Board approved an extension for a new term ending December 31, 2025.	To take a broad look into the housing trust and how it interacts with the Council of Governments. This ad hoc has a term ending December 31, 2025.	Daniel Ramos, Adelanto Eunice Ulloa, Chino John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Rick Denison, Yucca Valley Curt Hagman, Supervisor
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### SBCTA Technical Advisory Committees

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



## ***Minute Action***

### AGENDA ITEM: 3

***Date:*** June 20, 2025

***Subject:***

US 395 Phase 2 Widening Project Authorization to Release Invitation for Bids No. 25-1003266

***Recommendation:***

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Authorize the Executive Director, or their designee, to release Invitation for Bids No. 25-1003266 for the construction of the US 395 Phase 2 Widening Project, subject to approval as to form by SBCTA General Counsel; or her designee, subject to final approval of the Plans, Specifications, and Estimates package by the California Department of Transportation; and issuance of the federal authorization to proceed with construction.

***Background:***

US 395 is designated as a “Priority Interregional Highway” in the California Department of Transportation (Caltrans) 2021 Interregional Transportation Strategic Plan. US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties and an important agricultural route to and from the Central Valley.

On July 6, 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded the professional services contract to initiate the Plans, Specifications, and Estimates (PS&E) phase of the US 395 Phase 2 Widening Project (Project). The 100% PS&E package is currently in final review by Caltrans and is expected to be approved in June 2025.

In May 2025, the California Transportation Commission approved allocation of Trade Corridor Enhancement Program funds for the project.

Staff is recommending that the Board authorize the Executive Director, or their designee, to advertise the construction contract for the Project by releasing Invitation for Bids No. 25-1003266, subject to approval as to form by SBCTA General Counsel, final approval of the Plans, Specifications, and Estimates package by Caltrans, and issuance of the Federal authorization to proceed with construction. A future agenda item for the award of the construction contract will be brought to the Board for consideration in fall 2025.

***Financial Impact:***

This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Victor Valley Major Local Highway Projects Program funds, Surface Transportation Block Grant Program funds, Trade Corridor Enhancement Program funds, State Highway Operations and Protection Program funds, and a Federal Earmark in Program 40, Project Delivery.

***Reviewed By:***

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

***Responsible Staff:***

David Tan, Senior Project Manager

*Entity: San Bernardino County Transportation Authority*

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Approved  
Mountain-Desert Committee  
Date: June 20, 2025  
Witnessed By:

## ***Minute Action***

### AGENDA ITEM: 4

***Date:*** June 20, 2025

***Subject:***

Interstate 15 Cajon Pass Northbound Corridor Freight Project – Contract No. 25-1003243 for PID and PA/ED and Cooperative Agreement No. 25-1003299 with California Department of Transportation

***Recommendation:***

That the Mountain/Desert Policy Committee recommend that the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Award Contract No. 25-1003243 to HDR Engineering, Inc., in a not-to-exceed amount of \$4,240,589.70, for Project Initiation Document (PID) and Project Approval & Environmental Document Services for the Interstate 15 Cajon Pass Northbound Corridor Freight Project (Project), for a three-year term, through June 30, 2028.

B. Approve a contingency budget of \$424,058.97 for Contract No. 25-1003243, which would be released by the Department Director as necessary in compliance with SBCTA Contracting and Procurement Policy No. 11000.

C. Authorize the Executive Director, or their designee, to execute Cooperative Agreement No. 25-1003299 with the California Department of Transportation (Caltrans), in substantially the form presented and upon approval as to final form by General Counsel, for Caltrans' oversight services of the PID phase for the Project for an amount not-to-exceed \$150,000.00.

***Background:***

Interstate 15 (I-15) between Devore Junction and State Route (SR) 138 faces significant congestion, with an annual average daily traffic of 176,000 vehicles, of which trucks comprise 15.63%. San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation (Caltrans) staff have agreed to investigate a truck climbing lane from north of Kenwood Avenue to SR 138. On August 22, 2024, SBCTA submitted to Caltrans a Letter of Intent to initiate the Project.

On January 8, 2025, Request for Proposals (RFP) No. 25-1003243 was released and posted on PlanetBids and SBCTA's website to solicit firms to assist SBCTA in providing Project Initiation Document (PID) and Project Approval/Environmental Document (PA/ED) for the Project. The solicitation was issued in accordance with SBCTA's Contracting and Procurement Policy No. 11000. The solicitation was sent electronically to approximately 1,497 firms and consultants registered on PlanetBids. Of the 1,497 firms notified, 64 firms downloaded the RFP.

On February 6, 2025, SBCTA received four proposals by the date and time specified in the RFP, from HDR Engineering, Inc., Jacobs Engineering Group Inc., Kimley-Horn and Associates, Inc., and T.Y. Lin International (TYLIN). A responsiveness review was conducted by the Procurement Analyst and found all four proposals were in compliance with the requirements and specifications outlined in the RFP.

The Evaluation Committee, comprised of staff from SBCTA and Caltrans District 8, concluded their individual reviews of the proposals and convened to review, discuss, and score the proposals. The Evaluation Committee members met on February 20, 2025, and discussed each

*Entity: San Bernardino County Transportation Authority*

## Mountain-Desert Committee Agenda Item

June 20, 2025

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proposal according to the evaluation criteria, including the proposal's strengths and weaknesses. At the completion of discussions, the Evaluation Committee individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm - 25%, Proposed Staffing and Project Organization - 25%, and Work Plan - 50%. The firms were ranked in order of technical merit, and a short-list was developed. The firms shortlisted and invited to interviews were: HDR Engineering, Inc., and TYLIN.

On February 27, 2025, both firms were interviewed, and the Evaluation Committee considered both qualified to perform the work specified in the RFP. HDR Engineering Inc., was ranked highest and demonstrated knowledge of the Project and provided highly qualified staff.

As a result of the scoring, the Evaluation Committee recommends that the contract to perform the scope of work as outlined in RFP No. 25-1003243 be awarded to HDR Engineering, Inc. The firm clearly demonstrated a thorough understanding of the scope of work, proposed a qualified team, had a clear and concise work plan, and had an innovative approach to the Project, showing the ability to perform the work necessary to complete the Project on schedule and within budget. Evaluation forms and reference checks are located in the contract audit file.

Contract No. 25-1003243 is to provide the PID and the PA/ED for the Project.

As the Project progresses to the PID, a cooperative agreement with Caltrans is required to define roles, responsibilities, and funding commitments for the PID phase. Under Cooperative Agreement No. 25-1003299, SBCTA would be the implementing agency for the Project. Since the Project is in the PID phase, this agreement is a payable agreement where SBCTA will reimburse Caltrans for oversight services. The oversight services are estimated at \$150,000.00 per the Caltrans Planning Department.

I-15 is a federally designated Trade Corridor of National and Regional Significance within California's section of the National Highway Freight Network, as identified in the California Freight Mobility Plan. Therefore, advancing a project in the Cajon Pass area is essential for positioning Caltrans and SBCTA to successfully apply for the 2026 Trade Corridor Enhancement Program (TCEP) (Cycle 5). To maximize the likelihood of obtaining future TCEP funding, the PA/ED for this project must be completed by the end of 2026.

Staff recommend the following:

### **Recommendation A**

Approve Contract No. 25-1003243 with HDR Engineering, Inc., for \$4,240,589.70. The contract duration will be three years.

### **Recommendation B**

Approve a contingency budget in the amount of \$424,058.97 for Contract No. 25-1003243 and authorize the Department Director, or her designee, to release contingency as necessary for the Project per SBCTA's Contracting and Procurement Policy No. 11000.

### **Recommendation C**

Authorize the Executive Director, or their designee, to execute Cooperative Agreement No. 25-1003299 with Caltrans for the PID phase of the Project, which designates SBCTA as the implementing agency and Caltrans as the oversight agency. A separate Cooperative Agreement with Caltrans for the PA/ED phase will be brought to the SBCTA Board of Directors in December 2025.

San Bernardino County Transportation Authority

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***Financial Impact:***

This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Cajon Pass funds in Program 40, Project Delivery.

***Reviewed By:***

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

***Responsible Staff:***

Sal Chavez, Project Delivery Manager

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Approved  
Mountain-Desert Committee  
Date: June 20, 2025

Witnessed By:

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San Bernardino County Transportation Authority



**CONTRACT No. 25-1003243****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****HDR ENGINEERING, INC.****FOR****PREPARATION OF PROJECT INITIATION DOCUMENT (PID) AND PROJECT  
APPROVAL/ENVIRONMENTAL DOCUMENT (PA/ED) FOR THE I-15 CAJON PASS  
NORTHBOUND CORRIDOR FREIGHT**

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, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715; and HDR Engineering, Inc. ("CONSULTANT") whose address is: 2280 Market Street, Suite 100, Riverside, California 92501-2110. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties."

**RECITALS:**

**WHEREAS**, SBCTA requires certain work or 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 architectural, engineering, construction management, land surveying and/or materials testing 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", as used herein, includes without limitation the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with their satisfaction being based on prevailing applicable professional standards.
- 1.2 The Project Manager for this Contract is Juan Lizarde, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the SBCTA’s Director of Project Delivery 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, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

## **ARTICLE 2. CONTRACT TERM**

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA’s Procurement Analyst and shall continue in effect through June 30, 2028 or 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.

## **ARTICLE 3. COMPENSATION**

- 3.1 The method of payment for this Contract will be based on actual cost plus fixed fee. SBCTA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’s cost proposal unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds SBCTA’s approved overhead rate set forth in the Cost Proposal. In the event that SBCTA determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the Contract time or actual costs reimbursable by SBCTA shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded, unless authorized by written amendment.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5,



Private Industry Workers, Occupational Group “Professional and Related” or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector and not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of August 2026, and shall be applied each August 1st for the term of the Contract.

- 3.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of \$ 192,204.50. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.
- 3.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 3.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA before exceeding such cost estimate.
- 3.5 Progress payments will be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of CONSULTANT’s fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions herein.
- 3.6 No payment will be made prior to approval of any Work, nor any Work performed prior to approval of this Contract.
- 3.7 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by SBCTA of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing except for the month of June, which will require the invoice to be submitted by July 10<sup>th</sup>. Invoices shall detail the Work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number. Final invoice must contain the final cost and all credits due SBCTA including any equipment purchased under the provisions of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT’s Work. 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>
- 3.11 Intentionally Omitted
- 3.12 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$4,240,589.70.
- 3.13 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SBCTA. For personnel subject to

prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

3.14 All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE 4. 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 5. 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 6. 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 7. DOCUMENTATION AND RIGHT TO AUDIT**

- 7.1 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, or its authorized representatives 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. 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.
- 7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA at any time. After CONSULTANT receives any audit recommendations, the cost 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.

- 7.3 Subcontracts in excess of \$25,000 shall contain this provision.

## **ARTICLE 8. RESPONSIBILITY OF CONSULTANT**

- 8.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- 8.2 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. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. 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, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other 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.
- 8.3 Intentionally Omitted
- 8.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 8.5 CONSULTANT shall, document the results of the Work to the satisfaction of SBCTA. This may include preparation of progress and final reports, or similar evidence of attainment of SBCTA's objectives.
- 8.6 As applicable, the responsible consultant/engineer shall sign all engineering data furnished by him/her, and where appropriate, indicate his/her California registration or license number.

## **ARTICLE 9. 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 the CONSULTANT is performing to expectations or is on schedule to provide communication of interim findings, and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

## **ARTICLE 10. TECHNICAL DIRECTION**

- 10.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager, which will be identified in writing to CONSULTANT, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
  - 10.1.1 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 contractual Scope of Work.
  - 10.1.2 Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
  - 10.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
  - 10.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 10.2 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:
  - 10.2.1 Increases or decreases the Scope of Work;
  - 10.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
  - 10.2.3 Constitutes a change as defined in the “CHANGES” Article of the Contract;
  - 10.2.4 In any manner causes an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;
  - 10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;

10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or

10.2.7 Approves any demand or claim for additional payment.

10.3 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, shall be subject to the provisions of the "DISPUTES" Article herein.

10.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.

10.5 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 10.2.1 through 10.2.7 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 the CONSULTANT, SBCTA shall:

10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.

10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

## **ARTICLE 11. CHANGES**

11.1 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 any amendment to this Contract.

11.2 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 12. EQUAL EMPLOYMENT OPPORTUNITY**

12.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 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.



- 12.2 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

### **ARTICLE 13. 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, to the extent applicable.

### **ARTICLE 14. 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 rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of Key Personnel shall not be made without prior written consent of SBCTA. 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 the Contract. Key Personnel are:

<b>Name</b>	<b>Job Classification/Function</b>
Mark Hager, PE	Project Manager
Brian Smith, PE	Deputy Project Manager
Julian Hernandez	Engineering and Planning Lead
Montse Martin, PE	Structures Lead
Jason Pack, PE	Traffic Lead
Alahesh Thurairajah, PE	Geotechnical Lead
Brian Calvert	Environmental Lead

### **ARTICLE 15. 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 and engineering and environmental principles and standards that are generally accepted in the profession in the State of California.

## ARTICLE 16. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 16.1 If, as 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. Any modification or reuse of the Products by SBCTA for purposes other than those intended by this Contract shall be at SBCTA's sole risk and without liability to CONSULTANT.
- 16.2 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.
- 16.3 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 of or an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall be maintained as confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.
- 16.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.
- 16.5 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.
- 16.6 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 17. CONSTRUCTION CLAIMS

Intentionally Omitted

## 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 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 products 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 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 the Termination For Cause provision herein.

## **ARTICLE 20. CLAIMS**

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

## **ARTICLE 21. INSURANCE**

21.1 CONSULTANT shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, before work begins. Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT’s sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$9,000,000
- Coverage shall be appropriate for the CONSULTANT’s profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’s professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - CONSULTANT shall continue to maintain coverage, or secure and maintain “tail” coverage for a minimum of five (5) 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 **\$7,000,000 each occurrence and \$7,000,000 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 (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$7,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$7,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for 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 **\$5,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance.
- The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Railroad Protective Liability. **Only required when working in close proximity to a railroad. If this coverage is required by a third-party railroad or railroad operator, then the following coverage is required.** The policy must include the following:

- Should the CONSULTANT need to perform activities in a railroad right-of-way, SBCTA's Risk Manager and/or a railroad operator may require CONSULTANT to provide Railroad Protective Liability.
- In such a case, the policy shall be in amounts and coverages and from issuers, acceptable to SBCTA's Risk Manager in his/her sole discretion.
- Depending on facts and circumstances, and the terms and conditions of the policy involved, SBCTA's Risk Manager may choose to find that the CONSULTANT satisfactorily meets this requirement by obtaining one of the following: a) an acceptable Railroad Protective Liability specific policy; b) a waiver of any railroad liability exclusion from the CONSULTANT's existing general liability policy; or c) acceptable general liability insurance without a railroad exclusion.

21.1.8 Cyber Liability Insurance. Shall be appropriate to the CONSULTANT's profession and work hereunder, with limits not less than \$2,000,000 per claim. 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.

## 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 ISO Form CG 20 10 11 85, or if not available, then the ISO Form that most closely matches CG 20 10 11 85, to name San Bernardino County Transportation Authority, the State of California, Transportation Department (Caltrans), and their officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the 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 any additional insured to vicarious liability but shall allow coverage for all additional insureds to the full extent provided by the policy.

- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance, shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements outlined in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the consultant shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any sub-consultant with the exceptions of Professional Liability, Cyber 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 sub-



consultants' 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 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700, which require every employer in the State to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.
- 21.2.7 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds, and all indemnified parties named in this agreement, 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.
- 21.2.8 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 insurance@gosbcta.com to the attention of SBCTA's Risk Manager, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

21.2.9 Project Specific Insurance. Intentionally Omitted

21.2.10 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

21.2.11 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 the 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.

21.2.12 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.

21.2.13 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 subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

- 21.2.14 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, the additional insureds identified in this contract 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 the additional insureds identified in this contract.
- 21.2.15 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such date of notice, procure the additional and/or modified insurance coverages. Upon such change, any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **ARTICLE 22. INDEMNITY**

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, the State of California Transportation Department (Caltrans), and their authorized officers, employees, agents and volunteers, from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertaining to, or that are related to the negligence, recklessness, or willful misconduct of the design professional.

- 22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, the State of California Transportation Department (Caltrans), and their authorized officers, employees, agents and volunteers (Indemnitees), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, sub-consultants or volunteers and for any costs or expenses incurred by any indemnitees on account of any 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 indemnitees' "passive" negligence but does not apply to an indemnitee's "active negligence," "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 associated with a modification to a construction contract 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. Any modification or reuse of such deliverables by SBCTA for purposes other than those intended by this Contract shall be at SBCTA's sole risk and without liability to CONSULTANT.

## **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 the 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 the sole responsibility for managing of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

## **ARTICLE 26. INSPECTION OF OPERATIONS**

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 under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

## **ARTICLE 28. ATTORNEY'S FEES**

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

## **ARTICLE 29. GOVERNING LAW AND VENUE**

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

## **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 31. PRECEDENCE**

- 31.1 The Contract consists of the Contract Articles, Exhibit A, "Scope of Work" and Exhibit B "Cost Proposal," SBCTA's Request For Proposal, and CONSULTANT's proposal, all of which are incorporated in 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 email or fax during regular business hours; (b) the first business day following delivery by fax when made not during regular business hours; or (c) the fourth business day following 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.

<b>To HDR ENGINEERING INC.</b>	<b>To SBCTA</b>
<b>2280 Market Street, Suite 100</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Riverside, CA 92501-2110</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Mark Hager</b>	<b>Attn: Sal Chavez</b>
<b>Email: <a href="mailto:Mark.Hager@hdrinc.com">Mark.Hager@hdrinc.com</a></b>	<b>Email: <a href="mailto:schavez@gosbcta.com">schavez@gosbcta.com</a></b>
<b>Name: Brian Smith</b>	<b>cc: Procurement Manager</b>
<b>Email: <a href="mailto:Brian.Smith@hdrinc.com">Brian.Smith@hdrinc.com</a></b>	<b>Email: <a href="mailto:procurement@gosbcta.com">procurement@gosbcta.com</a></b>
<b>Phone: (714) 368-5691</b>	<b>Phone: (909) 884-8276</b>

## 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 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 the 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**

See Article 16.

**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 Exhibit A 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 all OSHA regulations, 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 safety instructions issued by SBCTA and their representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while on the project construction site.

**ARTICLE 39. DRUG FREE WORKPLACE**

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

**ARTICLE 40. ASSIGNMENT**

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

**ARTICLE 41. AMENDMENTS**

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

**ARTICLE 42. STATE PREVAILING WAGE RATES**

42.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.

- 42.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

#### **ARTICLE 43. CONTINGENT FEE**

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate the 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 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 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. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, due to CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

**ARTICLE 49. EFFECTIVE DATE**

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

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



**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract on the day and year written below.

**HDR ENGINEERING, INC.**

**San Bernardino County Transportation Authority**

By: \_\_\_\_\_  
Anna Y Lantin  
Vice President

By: \_\_\_\_\_  
Ray Marquez  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Elizabeth Hoffman  
Assistant Secretary

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

Date: \_\_\_\_\_

**CONCURRENCE**

By: \_\_\_\_\_  
Alicia J. Bullock  
Procurement Manager

Attachment: [PDF] 25-1003243 (11317 : I-15 Cajon Pass PID and PA/ED Contract Award and Caltrans Coop)

## EXHIBIT A “SCOPE OF WORK”



## Contract No. 25-1003243

### I-15 Cajon Pass Northbound Corridor Freight Project

The San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the preparation of Project Initiation Document (PID) and Project Approval/Environmental Document (PA/ED) for the Interstate 15 (I-15) Cajon Pass Northbound Corridor Freight Project (“PROJECT”) which would evaluate freeway improvements along I-15 between Kenwood Avenue to State Route 138 (SR-138) in the County of San Bernardino County.

SBCTA Sales Tax Measure I funds will be used to cover the cost of the preparation of the PID and PA/ED phase. Funding for the next phases is currently not finalized, but state and/or federal funds could be utilized. As such, the PID and PA/ED shall comply with applicable state and federal requirements.

The proposed improvements include the following:

- Widen I-15 to the east to construct one northbound truck lane.
- Widening of the following existing bridge structures:
  - Cleghorn Creek (Bridge Number 54-773), PM 18.48
  - Debris Cone Creek (Bridge Number 54-774), PM 19.29
  - Zuni Creek Vehicle Underpass, PM 19.61
  - Brush Creek (Bridge Number 54-775), PM 19.89
  - Cleghorn Canyon Road Undercrossing (Bridge Number 54-776), PM 20.02
- Reconstruct the northbound Cleghorn Road ramps
- Modify or reconstruct the California Highway Patrol Check Station exit ramp

The above improvements will be compactable with the future Brightline Project and SBCTA Express Lanes Project.

These improvements would accommodate current and future traffic demands, relieve northbound congestion, and will be consistent with the Regional Transportation Plan. The proposed improvements would upgrade safety features and increase freight mobility. All improvements are anticipated to be within Caltrans right-of-way.

Since I-15 is a federally designated Trade Corridor of National and Regional Significance on the California’s portion of the Nation Highway Freight Network, as identified in the California Freight Mobility Plan, the development of a project in the Cajon Pass area can position Caltrans and SBCTA for a potential joint grant application for the 2026 Trade Corridor Enhancement Program (TCEP) Cycle 5. In order to increase the probability of future TCEP capital funding, the PA/ED for the project should be completed by the end of 2026.

## I. APPLICABLE STANDARDS

All support documents shall be prepared in accordance with current SBCTA and Caltrans 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, plans, estimates, and special provisions necessary to complete the PID and PA/ED for the Project.
- C. The deliverables list for the PID and PA/ED phase will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables listed in this attachment may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT 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 Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. The design 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 with 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 including project percent complete and earned value. CONSULTANT shall manage the contract budget and shall provide a monthly report including Earned Value and Estimate at Completion.
- K. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional

working on the report as specified in Section 9 of the Project Development Procedures Manual.

### III. ASSUMPTIONS

- A. The Consultant will develop and evaluate one-build alternative and one no-build alternative with NB outside widening to address the deficiencies of the Project study area, including the benefits and impacts of the proposed improvements for each alternative.
- B. There may be up to four meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.
- C. 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.
- D. Assume one SBCTA peer review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.
- E. The National Environmental Policy Act (NEPA) Environmental Document is assumed to have a Finding of No Significant Impact (FONSI).
- F. The California Environmental Quality Act (CEQA) Environmental Document is assumed to be CEQA Initial Study and Mitigated Negative Declaration (MND).
- G. Assume lead and asbestos testing of the soils, structures and paint is required.
- H. Assume that all proposed improvements will be maintained within State right-of-way.
- I. Assume a Design Standard Decision Document (DSDD) will be prepared during the PA/ED phase and only a discussion of non-standard features is required during the PID phase.
- J. Assume District 8 level Geometric Approval Drawings (GADs) will be required during the PA/ED Phase for the preferred alternative.
- K. The project will screen from the need to use of vehicle miles travelled (VMT) as the CEQA transportation metric will not require analysis beyond the preparation of the screening memorandum.

#### IV. SCOPE OF SERVICES

CONSULTANT will prepare a PSR-PDS and PA/ED in accordance with CALTRANS Guidelines and Procedures, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The purpose of the PSR-PDS is to scope the PA/ED phase relative to CEQA/NEPA and program the project for funding relative to construction and capital supports costs for Project. All deliverables will be provided electronically for SBCTA and CALTRANS project records.

CONSULTANT 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.

##### **1.100.15 PROJECT MANAGEMENT**

###### **1.100.15 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*

###### **1.100.15-1 Coordination and Meetings**

CONSULTANT will be responsible for overall project management, liaison with Caltrans and other affected agencies, and progress monitoring and maintenance of PROJECT files.

CONSULTANT will supervise, coordinate, monitor and review project for conformance with Caltrans and County standards, policies, and procedures. CONSULTANT will develop a project schedule for delivery of major milestones of the PSR-PDS, and PA/ED (Begin Environmental, Circulate ED, and PA/ED), with general durations defined for Design and Construction. An 12-month schedule is anticipated for the PID Phase and an 18-month schedule is anticipated for PA/ED Phase. CONSULTANT will attend a kick-off meeting, lead monthly Project Development Team (PDT) meetings, coordinate with sub-consultants as needed, coordinate with the Caltrans, utility companies, and all other pertinent stakeholders as needed. 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:

- *Monthly (18) PDT Meetings Notices, Agendas, Handouts/Exhibits, and Minutes*
- *Two (2) Stakeholder Meetings and Presentations*
- *Project Baseline Schedule*
- *Deliverables Matrix*
- *Monthly Progress Reports and Invoices*

1.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis 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. A 12-month schedule is anticipated for the PID Phase and an 18-month schedule is anticipated for PA/ED Phase.

CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in electronic format.

CONSULTANT Project Manager will prepare and implement a Quality Management Plan (QMP). CONSULTANT will prepare a responsibilities matrix outlining responsibilities of independent Quality Control on respective tasks within this scope of work herein. Refer to Chapter 5, Article 9 of the PDPM Appendix S for general guidance on the Quality Management Plan. The CONSULTANT will be responsible for incorporating SBCTA's Quality Assurance Plan and confirming that all the processes and procedures are met and incorporated into the CONSULTANT'S Quality Management Plan.

Deliverables:

- *Project Schedule Updates*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*
- *Project Management Plan/Communication Plan*

1.100.15-3 Risk Assessment

CONSULTANT will prepare the Risk Register in accordance with PDPM Appendix S. Since the reduced amount of data that is required for the PSR-PDS transfers risks to future phases and it is important to identify the risk, define the probability, define the severity, identify who or what the risk will impact, and identify the ownership of the risk. CONSULTANT will coordinate with the SBCTA, Caltrans, and project team members to jointly identify, assess, quantify, prepare a response to, monitor, and control capital project risks within the Risk Register. Potential risks will be evaluated and discussed by the PDT, and ownership of the risks will be identified. CONSULTANT will summarize project risks in the PSR-PDS and PA/ED.

Deliverables:

- *Risk Assessment Matrix*
- *Summary of Risks in PSR-PDS and PA/ED*

**2-150 DEVELOP PROJECT INITIATION DOCUMENT (PID)**

CONSULTANT will prepare a draft, final and signature ready document for each deliverable listed in PID Phase. It is assumed that SBCTA reviews are in advance of the CALTRANS reviews.

**2-150.05 Transportation Problem Definition and Needs Assessment**

CONSULTANT shall analyze the available information and department policies and directives to identify resolve the project's need and purpose and general scope. In the case of a highway project this would include determining the existing and future transportation needs to include but not limited to: Vehicle Miles Travelled (VMT), Level of Service (LOS) for evaluation of build to no build scenario, a corridor analysis to determine deliverable volumes, multimodal opportunities, determining the general perimeters such as the required number of lanes, and analyzing traffic accident history. Information regarding future climate change projections and transportation resilience to climate stressors should be considered in conjunction with project scope development.

Deliverables:

- *Purpose and Need Statement*

**2-150.05.05 Review of Existing Caltrans Policies, Reports, Studies**

CONSULTANT will be responsible for obtaining all available existing reports, studies, and other information for the PROJECT. CONSULTANT will review all provided information and obtain any other available and necessary information for preparation of PSR-PDS.

CONSULTANT will obtain as-builts, utility information (conducted via Dig Alert search), Transportation Concept Report/Route Concept Report (TCR/RCR), Corridor System Management Plan (CSMP), Regional Transportation Plan (RTP), Congestion Management Program (CMP), 10-Year SHOPP, the State Implementation Plan, County of San Bernardino General Plan, City General Plan, local development plans, other reports.

Deliverables:

- *Photographs, Exhibits, Inventory List of related studies, mapping, reports, and as-built plans*

## 2-150.05.15 Utility Search

CONSULTANT will review existing plans/as-builts and field review the project area.

### Deliverables:

- *Utility Portion of the Right of Way Data Sheet*

## 2-150.05.25 Traffic Forecasts/Modeling

Per the PSR-PDS guidelines the Traffic Engineering Performance Assessment (TEPA) will be limited to an assessment of readily available information. The TEPA will be based on information obtained from the Regional Model Data and available PEMS Data.

Data collected and found in various reports are representative of Project conditions and considered the most comprehensive available data for use in the PSR-PDS. Other additional and available data will be referenced if needed.

### Analysis Scenario

- Existing Conditions (2025)
- Opening Year (2035)
- Design Year (2055) Conditions – No-Build Alternative
- Design Year (2055) Conditions – Build Alternative

### PSR/PDS Study Locations

- Intersections:
  - I-15 Kenwood Avenue Southbound Ramps
  - I-15 Kenwood Avenue Northbound Ramps
  - I-15 at Cleghorn Road Southbound Ramps
  - I-15 at Cleghorn Road Northbound Ramps
  - I-15 at SR-138 Southbound Ramps
  - I-15 at SR-138 Northbound Ramps
- Freeway Mainline, Merge, Diverge, and/or Weave Assessment
  - Northbound I-15 south of the current lane drop
  - Northbound I-15 mainline north of the current lane drop
  - Northbound I-15 diverge at Cleghorn Road
  - Northbound I-15 mainline between the Cleghorn Road Ramps



- Northbound I-15 merge at Cleghorn Road
- Northbound I-15 mainline north of Cleghorn Road
- Northbound I-15 diverge at CHP Weigh Station
- Northbound I-15 mainline between CHP Weigh-Station Ramps
- Northbound I-15 merge at CHP Weigh-Station
- Northbound I-15 mainline north of the CHP Weigh Station
- Northbound I-15 diverge at SR-138
- Northbound I-15 mainline between SR-138 ramps
- Northbound I-15 merge at SR-138
- Northbound I-15 mainline north of SR-138

Deliverables:

- *None – All data will be documented in the TEPA.*

2-150.05.30 Survey and Maps for PID (Optional Task)

The PSR-PDS will utilize available aerial mapping provided by SBCTA. CONSULTANT will utilize available GIS right of way mapping. New or additional aerial mapping, survey, topographic mapping, or right of way mapping for the PROJECT may be required (optional task) for this phase of the work. CONSULTANT will obtain CALTRANS Encroachment Permit for general field and limited ground disturbing activities to obtain information for the project, such as field photography, traffic data, ADL sampling of soil beyond the NB outside shoulder, and LBP/ACM Testing for the outer bridge rails to be reconstructed as part of this project.



Deliverables:

- *Supplemental Topographic Mapping (Optional Task by CONSULTANT)*

2-150.05.35 Transportation Problem Definition and Site Assessment

CONSULTANT will establish the PROJECT need and purpose, including CAPTI elements, identification of logical termini and independent utility, in accordance with CALTRANS guidelines in the PDPM and Environmental Documentation requirements.

The analysis will summarize the information on capacity and operational deficiencies, congestion levels, future traffic levels of service (LOS), queuing analysis, potential for auxiliary lanes, and accident data provided by CALTRANS and PROJECT scoping. CONSULTANT will complete the Scoping Tools including the Transportation Planning Scoping Information Sheet (TPSIS attachment) and Design Scoping Index as outlined in Section 5, Article 2 and 4 of the PSR-PDS guidelines (Appendix S) within the Project Development Procedures Manual (PDPM).

Deliverables:

- *Problem Definition*
- *Transportation Planning Scoping Information Sheet (attachment to PSR-PDS)*
- *Design Scoping Index*
- *Project Determination Letter*

2-150.10.45 As-Built Centerline and Existing Right of Way

CONSULTANT will review the existing data and preliminary surveys as necessary, to locate existing facility centerline and right of way lines. Locate existing record information such as plans, As-builts, survey files and mapping, etc. Minimal surveys as necessary to locate right of way, centerline, soffit and ground line within Cleghorn Road IC to address the existing and future non-standard vertical clearance to determine the limits of work to establish the expected limits of disturbance as part of the PA/ED phase efforts.

Deliverables:

- *A Design Software Project File and/or CADD Drawing File Containing Preliminary Centerline and/or Right of Way Line Locations Based on Record Data and Field Surveys.*

2-150.10.50 Transportation Climate Risk/Adaptation Evaluation

Based on previous experience it is not expected that this information will be required during the PID phase. No effort related to this task is assumed or included.

2-150.15 Initial Alternatives Development and Concept Alternative Development

CONSULTANT, in coordination with SBCTA and Caltrans, will identify up to one (1) concept for the PSR-PDS. A concept screening process will consist of comparing up to two (2) variations for outside widening through various criteria that will be developed and coordinated with CALTRANS and SBCTA. One (1) concept screening workshop will be held to determine the

alternative that will be considered in the PSR-PDS and recommended for further study in the PA/ED phase. The concept recommended for further study as an alternative will go through a constructability review to determine feasibility.

CONSULTANT will prepare layout schematics in 11x17 format at 1" = 100' scale for the alternatives as CALTRANS standard cut sheets including title block. The layout schematics will illustrate proposed lane configurations and include ramp, shoulders, and right of way for each alternative. Right of way requirements, retaining wall, major head or wing wall extensions, and potential sound wall locations may be shown (if applicable).

*Deliverables:*

- *Concept Screening Matrix with up to two (2) variations evaluated*
- *One (1) concept screening workshop*
- *Layout schematic and typical section sheet (8 total) for the one (1) build alternative.*

2-150.10.05 Public/Local Agency Input

CONSULTANT shall use available information as collected from other involved agencies to prepare a compatible design with existing and future conditions. Involved agencies include, but will not necessarily be limited to the following:

- California Department of Transportation (CALTRANS)
- San Bernardino County Transportation Authority (SBCTA)
- Brightline West High-Speed Rail (BLW)
- United States Fish and Wildlife Service
- United States Forestry Service
- California Department of Fish and Wildlife
- San Bernardino County Transportation Department & Flood Control District

2-150.10-01 Perform Public and Community Outreach

The CONSULTANT will support SBCTA's Public Outreach Consultant for the execution of an abbreviated but strategic public outreach program at established venues/sessions by the SBCTA to explain the proposed project, understand community/business concerns, offer opportunities for community feedback and two-way dialogue, and discuss the purpose and need for the project at either a local council or board meeting. CONSULTANT personnel will be available to provide technical details for the SBCTA Public Outreach Consultant in their delivery of materials designed to be bi-lingual and "user friendly" to confirm that the public understands the Project Initiation Document (PID) phase and how to provide valuable input to the delivery team during the PA/ED Phase.

CONSULTANT personnel will be available to assist the SBCTA's Public Outreach Consultant in the development of clear and concise project information, produced through an equity lens, and distributed at meetings, through mailings, and electronically through email, web, and social media as necessary.

CONSULTANT personnel will be available to assist SBCTA's Public Outreach Consultant to facilitate developing an online Fact Sheet in English and Spanish for the SBCTA website. The English/Spanish Fact Sheet will be prepared in close collaboration with the technical team. The information produced will be provided to SBCTA staff to be uploaded on the existing SBCTA hosted website for additional ongoing public access during the project's planning phase.

The informational materials will explain and illustrate the potential conceptual design alternatives to be studied further in PA/ED, the purpose and need, anticipated project delivery timeline, potential funding sources, and ways to obtain more information and provide feedback on the proposed project.

CONSULTANT personnel will assist SBCTA's Public Outreach Consultant to produce a brief presentation for stakeholder meetings and as visuals for use at the public outreach workshop. It is expected that any public outreach sessions will occur either online or at a SBCTA provided facility, at SBCTA's discretion.

**Deliverables:**

- Attendance and participation at one (1) Public Outreach Webinar or Meeting
- Availability to assist SBCTA's Public Outreach Consultant with Project related communications
- Provide technical assistance needed by SBCTA's Public Outreach Consultant to support inquiries from the public

Task 2-150.15 Alternative Analysis

CONSULTANT is required to develop the necessary scope and cost of each alternative to be presented in the PID. Costs developed in this activity will be used for programming purposes; consequently, the analysis should be of sufficient detail to identify all potential costs. Also included in this activity are tasks required to assess the adequacy of the alternatives to meet the project's need and purpose.

Deliverables

- *Establish Project Scope, Cost, and Feasibility for Presentation in the PID.*
- *Review and Presumably Prepare a List of Issues*

## 2-150.15.05 Right of Way Data Sheet

CONSULTANT will summarize the anticipated right of way, and utilities impacts for the build alternatives within the PSR-PDS using the Conceptual Cost Estimate Request/Right of Way Component in accordance with Section 5, Article 7 of the PSR-PDS guidelines (Appendix S) within the PDPM.

CONSULTANT will utilize available GIS preliminary mapping showing the property boundaries and right of way requirements to estimate the number, area, and magnitude of parcels required for acquisition and the likely number of easements needed. CONSULTANT will identify existing utilities and potential relocation activities using existing, available information (e.g., permit search, as-built drawings, field review). CONSULTANT will prepare “Conceptual Cost Estimate – Right-of-Way Component” to develop an order of magnitude cost estimate and to identify additional studies that may be needed during PA/ED. CONSULTANT will coordinate with the San Bernardino County Assessor records to assess per square foot unit costs and associated right of way costs relative to impacts to adjacent properties. The square foot unit costs will be developed in coordination with San Bernardino County Assessor records and comparable properties within the vicinity of the project.

### Deliverables:

- *Preliminary Engineering Right of Way Checklist (Exhibit 13-E)*
- *Preliminary Right of Way Requirement Exhibits for the build alternatives*
- *Utility Assessment (not a formal CALTRANS deliverable)*
- *Conceptual Cost Estimate – Right-of -Way Component*
- *Right of Way Data Sheet*

## 2-150.15.20 Preliminary Geotechnical Assessment and Life Cycle Cost Analysis

Using available Geotechnical information, the CONSULTANT will assess the existing data in the area. CONSULTANT will prepare a Life Cycle Cost Analysis (LCCA) for the PID phase of the proposed project. A Preliminary Materials Report (PMR) is not anticipated to be required for the PID phase of work and excluded from the scope of work at the PID Phase. The LCCA will be divided into three different pavement scenarios:

- Pavement Scenario 1 – worst case ramp 20/40-year Flexible & Rigid
- Pavement Scenario 2– worst case Local Interchange Roads 20/40-year Flexible & Rigid
- Pavement Scenario 3– worst case truck lane 20/40-year Flexible & Rigid

Caltrans PDPM requires District Preliminary Geotechnical Report (DPGR) at PID phase. The DPGR provides preliminary recommendations to Civil Designers in Design and Planning and is used to develop the Project Study Report (PSR). CONSULTANT will review existing geotechnical maps and reports to prepare DPGR. Preliminary pavement sections will be developed based on highly simplified pavement assumptions. It is assumed that CALTRANS Mechanistic-Empirical calculations will not be required for this preliminary planning phase. CONSULTANT will also perform geotechnical analysis of the collected data and develop LCCA calculations and prepare a preliminary LCCA report presenting findings and preliminary pavement recommendations for the proposed improvements.

Deliverables:

- *District Preliminary Geotechnical Report (DPGR)*
- *LCCA Assessment*

2-150.15.30 Structures Advance Planning Study (APS Memo)

Using available as-built information for the existing structure facilities along the corridor, CONSULTANT will identify proposed structure improvements for the build alternatives in support of the cost estimate for the PSR-PDS. CONSULTANT will use a streamlined estimating process, such as square- footage costs to develop a "Structure PSR-PDS Cost Estimate" for inclusion into the PSR-PDS document when bridge and/or nonstandard retaining wall work is necessary.

CONSULTANT will prepare the Division of Engineering Services (DES) Scoping Checklist in coordination with Project Liaison Engineer. For a PSR-PDS, the level of detail in the DES Scoping Checklist and "Structure PSR- PDS Cost Estimate" is limited to information required to develop accurate work plans for the PA/ED phase. It is expected that 5 existing mainline bridge widenings will be evaluated and up to 8 proposed wall location will be considered for this project under two APS Wall Memos (1-cut condition / 1-fill condition).

CONSULTANT shall prepare an APS Memo which shall evaluate the type of structures that are suited for the site, identify the scope of work related with each structure type and develop a cost associated with each structure type. The APS will follow the Office of Special Funded Projects (OSFP) Information and Procedures Guide Chapter 3, Section 3-2 and will include an APS checklist, Design Memo, and an Itemized Cost Estimate.

Deliverables:

- *DES Scoping Checklist*
- *Preliminary Structures Assessment - APS Memorandum for PID Phase*
- *Advance Planning Study for PA/ED Phase*
- *APS Checklist*
- *Design Memo*
- *Itemized Cost Estimate*

2-150.15.35 Multimodal/Complete Streets Review

CONSULTANT should address temporary construction and permanent impacts as well as possible improvements to:

- Pedestrian facilities
- Bicycle facilities
- Transit facilities
- Park and Rides
- Equestrian Facilities

- Weight/Inspection Facilities
- Rest Area Facilities

Deliverables:

- *Engineering Planning Data Supporting or Rejecting Various Multimodal Proposals for the PID.*
- *Multi-Modal/Complete Streets Decision Document, if required*

2-150.15.40 Preliminary Drainage Assessment

The basis of design for the drainage features will be documented in the Preliminary Drainage Assessment Report. Freeway, County, and/or City existing drainage systems and master planned drainage facilities will be researched and reviewed and the impacts of the proposed build alternatives on these facilities will be assessed. Necessary replacements and/or improvements including incorporation of permanent Water Quality Best Management practices will be reflected in the cost estimates. Detailed hydraulic/hydrologic calculations are outside the scope of this scope of work. CONSULTANT will identify permits for design, construction, and operations of drainage facilities.

Deliverables:

- *Draft and Final Preliminary Drainage Assessment (not a formal CALTRANS deliverable)*
- *Draft and Final Preliminary, planning level drainage cost estimates*

2-150.15.45 Traffic Capacity Analysis (If required)

CONSULTANT will evaluate the project in accordance with CALTRANS ISOAP Requirements. CONSULTANT will evaluate intersection variations based on the first step of the screening process. CONSULTANT will document evaluation in an ISOAP Technical Memorandum to identify the preferred intersection control for the build alternatives within the PSR-PDS.

Please note that the project is a truck lane project, not an interchange improvement project. As such, since geometrics at the ramp terminal intersections are not being reconfigured, it is anticipated that ISOAP will not be required and no staff time has been assumed for completing this component of the project.

Deliverables:

- *ISOAP Step 1*

2-150.15.50 Traffic Engineering Performance Assessment

CONSULTANT will utilize available transportation reports for the corridor, performance monitoring systems, local agency transportation studies to complete the Traffic Engineering Performance Assessment (TEPA) as required within Section 5, Article 5 of the PSR-PDS guidelines (Appendix S) within the PDPM. CONSULTANT will estimate the scope and magnitude



of the Traffic Engineering studies (i.e., Travel Forecasting; Traffic Analysis; Infrastructure Evaluation; Warrant Analysis; and Safety Review) that need to be performed during the subsequent PA/ED phase. To meet the purpose of the PSR-PDS, it is intended that the preliminary traffic engineering studies should be limited to an assessment of readily available information and data, and macro-level analysis and evaluation. This effort will produce preliminary traffic engineering findings and estimates to inform and advise the PDT on:

- The potential scope of work and features (especially the traffic "elements" referenced above)
- Potential performance benefits and deficiencies
- The scope and magnitude of traffic engineering work (traffic forecasting, modeling, analysis, and evaluation) to be performed during the PA/ED phase

CONSULTANT will identify the traffic forecasting and traffic engineering studies needed to analyze, evaluate, and more accurately predict or estimate operational and safety performance of the proposed improvements during the future PA/ED phase. Future studies may require new data collection and forecasting.

CONSULTANT will perform a macro-level analysis at the study intersections and locations using Synchro software and HCM methodology, if necessary. Microsimulation is not assumed under this task. Traffic analysis will be conducted under existing conditions, opening year, design year (2055) no-build conditions, and design year (2055) with build alternative conditions. The analysis will present delay and level of service at each study intersection, if necessary, and freeway mainline. The analysis will be used to determine build alternative for the PSR-PDS. Detailed analysis (FREQ, CORSIM, VISSIM, etc.) will not be performed as part of this scope of work. CONSULTANT will summarize the assessment and key findings and estimates and incorporated into the PSR-PDS document.

*Deliverables:*

- *Traffic Engineering Performance Assessment*
- *Preliminary traffic assessment of build alternatives*
- *Summary of traffic engineering studies and scope for PSR-PDS*

2-150.15.50A10 Vehicle Miles of Travel Decision Document (VMTDD) (If required)

CONSULTANT will prepare the VMTDD that is now required as part of the PSR/PDS phase of the project. CONSULTANT will include preliminary forecasting to assist in estimating VMT and coordination with the project team to derive information needed for the document. CONSULTANT to prepare information for, coordinate on, and respond to comments.

Preliminary VMT determinations will be initially identified to determine if there are VMT implications for the truck lane to strategize for the potential impacts by adding additional capacity may need to be addressed in PA/ED. Preliminary options for mitigation if VMT increases are expected should be listed as risk mitigation for each PROJECT.

The project is expected to screen from VMT assessment since it is a truck lane in a rural area of San Bernardino County. The VMTDD will document that logic and will be submitted to Caltrans for review and approval.

Deliverables:

- *VMT Decision Document*
- *Preliminary VMT determination and mitigation options for inclusion in the Risk Register, if necessary*

2-150.15.55 Construction Estimates

CONSULTANT will prepare a “Capital Outlay Project Estimate” in accordance with Section 4 of the PSR-PDS guidelines (Appendix S) within the PDPM. The cost estimate will be in the format of Appendix AA of the PDPM to support the PSR-PDS. A cost estimate will be prepared for build alternatives within the PSR-PDS. For the PSR-PDS capital cost estimates, an order of magnitude cost estimate will be prepared. CALTRANS will prepare the “Capital Outlay Support Estimate” to identify level of staff support for PA/ED.

Deliverables:

- *Capital Outlay Project Estimates for the build alternative(s)*

2-150.15.65 Climate Change Analysis (Greenhouse Emission Estimates and Reduction Strategies and Climate Change Adaptation/Resilience)

Based on previous experience, and the assumption that traffic volumes will be identical under the Build and No-Build conditions, it is not expected that this information will be required during the PID phase. No effort related to this task is assumed or included.

**2-150.20 Preliminary Environmental Analysis (PEAR)**2-150.20.60 PEAR Preparation

CONSULTANT will prepare a draft and final Preliminary Environmental Analysis Report (PEAR), per CALTRANS Standard Environmental Reference Guidelines and the PEAR Handbook.

CALTRANS guidelines for the PEAR will follow the guidance available as of contract date. The PEAR will identify the anticipated Environmental Document, anticipated impacts, the future technical studies, and anticipated mitigations. The PEAR will also estimate the scope, schedule and preliminary costs associated with completing environmental compliance. The information contained in the PEAR will serve as a foundation to begin studies for the PA/ED phase.

In addition, cumulative impacts and context sensitive solutions will be summarized in the Technical Summaries section of the PEAR but will not have a separate technical memorandum prepared.

The PEAR will also include:

- Purpose and Need Statement
- A discussion of environmental resources and a description of the potential PROJECT issues or impacts, which could delay the PROJECT or affect any PROJECT alternative.



- Description of studies that are needed to complete an environmental evaluation (noting as necessary any seasonal constraints for these studies).
- A recommended environmental determination/documentation and a tentative schedule for its completion.
- Required or anticipated permits or approvals.

The level of detail included in the PEAR for each topic area will be commensurate with the potential for impacts to that resource to occur. The PEAR will be prepared using existing, readily available, information and a windshield survey. No primary information is assumed to be developed during the PID phase. In addition, no surveys are assumed or included, and no cultural resources or paleontology record searches are assumed to be conducted (these would occur during PA/ED). No technical studies, reports, or memoranda related to environmental resources will be prepared; these detailed evaluations and primary source types of documentation are prepared during the Project Approval and Environmental Document (PA/ED) phase of the project.

*Deliverables:*

- *Initial Noise, Scenic Resource, Biology, Cultural, Air Quality, Water Quality, Floodplain, Paleontology Assessments (not formal CALTRANS deliverables)*
- *Initial Site Assessment Checklist*
- *Draft and Final PEAR*

## **2-150.25 PSR-PDS and Storm Water Data Report (SWDR)-PID**

### **2-150.25.05 Draft PSR-PDS**

CONSULTANT will prepare a Draft PSR-PDS Report to document the geometric assumptions, initial studies, methodology, alternatives, findings, FHWA coordination and involvement, anticipated design exceptions with general PROJECT strategy of how to address within PA/ED phase (no fact sheets anticipated), stakeholder meetings and involvement and results in accordance with the requirements outlined as outlined within PDPM Appendix S.

*Deliverables:*

- *Draft PSR-PDS (including Preliminary Geometric Drawings for build alternatives)*
- *TMP Data Sheets*

### **2-150.25.10 Documentation and Exceptions to Design Standards**

Fact Sheets for exceptions to advisory and mandatory Highway Design Manual standards are not required and excluded from this scope of work. CONSULTANT will evaluate the build alternatives using Design Information Bulletin 82-01 "Design Checklist". Deviations from design standards will be identified and described in the PSR-PDS. CONSULTANT will perform a non-standard feature risk assessment to indicate a level of risk for conceptual acceptability of the build alternatives. The design standards risk assessment is a list of design standards that will likely not be met for each alternative and the probability of approval for each proposed non-standard feature. CONSULTANT will attend a Design Exception Risk Assessment meeting with CALTRANS

design staff to obtain approval of risk assessment.

Deliverables:

- *List of non-standard features for build alternative*
- *Design Exception Risk Assessment for approval for non-standard features*

2-150.25.20 Final PSR-PDS

CONSULTANT will prepare the Final PSR-PDS based on any comments received from CALTRANS and schedule a focus meeting on first review comments. Response to comments will be prepared to address all the CALTRANS comments received on the Draft PSR-PDS. The Final PSR-PDS will establish the scope, schedule, and estimated costs of the alternative concepts to the PROJECT. The document will also include a tabulation of estimated project support costs and capital costs by project phase and fiscal year. CONSULTANT will coordinate and obtain final approvals of the PSR-PDS. CONSULTANT will update the FTIP and coordinate with SBCTA on the project description, funding, and schedule.

Deliverables:

- *Approved Final PSR-PDS*
- *Cost Estimates for Alternatives*
- *Updated FTIP Description*

2-150.25.25 Storm Water Data Report-PID

CONSULTANT will prepare stormwater documentation in accordance with Section 5, Article 3 of the PSR-PDS guidelines (Appendix S) within PDPM. Since the main purpose of the PSR-PDS is only to estimate the resources needed to complete PA/ED, the expected level of stormwater information for a PSR-PDS is much less than a regular Project Study Report or Project Report. The PSR-PDS evaluation will mainly focus on determining if there will be any significant water quality impacts from the build alternatives and will discuss the triggers for best management practices (BMPs) in compliance with Caltrans' National Pollutant Discharge Elimination System Permit (NPDES) and the Construction General NPDES Permit (CGP). In addition, the SWDR will document if the project will need to consider project features such as temporary construction site BMPs, permanent treatment BMPs, trash capture devices, and/or hydromodification management measures. The report will also document if the project will require permits from regulatory agencies, will need to obtain right-of-way needs for any permanent BMPs, and will provide PROJECT costs for both permanent and temporary BMPs.

Deliverables:

- *Draft and Final Storm Water Data Report-PID*

### **3-160 PERFORM PRELIMINARY ENGINEERING & DRAFT PROJECT REPORT**

#### **3-160.05 Review Updated Project Information**

CONSULTANT shall request, collect, assemble, and review pertinent project information, including, but are not limited to, prior Project Reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

#### **Deliverables:**

- *Project Records Files*

#### **3-160.10 Engineering Studies**

CONSULTANT shall perform necessary Engineering Studies and preliminary design work required for the preparation of a Project Report, development and refinement of viable Project Build Alternatives, selection of the preferred alternative, and initiation of final design efforts. All engineering studies and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining the encroachment permit required for field work from Caltrans..

#### **3-160.10-05 Refine Project Alternative**

CONSULTANT shall evaluate project alternatives and variations and develop refinements to improve conformance to standards, minimize impacts to Right of Way, and improve constructability.

#### **3-160.10.10 Traffic Studies**

CONSULTANT shall collect and analyze relevant travel-demand and travel forecast data to generate traffic forecasts to be used in the traffic operational analysis. If appropriate, CONSULTANT shall perform supplemental traffic forecasting and modeling. Future traffic projections should include data for intersections, highway mainline, and interchange ramps.

Utilizing traffic forecasts, CONSULTANT shall perform a traffic capacity/operational analysis for each build alternative. The traffic operational analysis criteria to be used shall include, but not be limited to, levels of service, vehicle miles travelled, vehicle hours travelled, average speeds, and delay. The traffic operational analysis shall consider traffic control measures such as ramp metering and intelligent transportation systems. CONSULTANT shall prepare a traffic report that includes traffic information and analysis for current year, opening year, and a design horizon year.

VISSIM will be used to evaluate the benefits associated with the project and to identify key metrics noted above. Also, it is assumed new peak period counts during a typical weekday will be collected between the Kenwood Avenue on-ramp north. This will include separate counts on the truck by-pass lane and the general purpose lanes to north of the SR-138 NB entrance ramp. These counts will require camera installation and will require an encroachment permit through Caltrans for the data collection. It is assumed that standard plans for temporary traffic control will be

adequate to install data collection cameras on the freeway mainline if required.

Forecasting will be completed using the SBTAM+ travel demand forecasting model. Updated collision data will also be requested from Caltrans and incorporated into the assessment.

Separate from the TOAR documentation, up-to ten roadway segment counts will also be collected and forecasts completed on those segments that will be used to assist with the Noise, Air Quality, and GHG assessment. VMT by speed bin will be provided using either the VISSIM model or the travel demand forecasting model.

Finally, it is assumed that the VMTDD will screen the project from VMT assessment and that no additional VMT-related documents are needed for this effort (and have accordingly not been included in the scope of work nor the fee estimate).

*Deliverables:*

- *Traffic Studies*
  - *Draft/Final Traffic Forecasting and Analysis Assumptions and Methodologies Memorandum*
  - *Draft/Final Traffic Volumes Development Report*
  - *Draft/Final Traffic Operations Analysis Report*
- *VMT-Related Documents (not required - truck lane by definition is screened from VMT)*
  - *Induced Travel (VMT) Methodology and Results*
  - *Mitigation Plan*
  - *Induced Travel Risk Assessment*

3-160.10.15 Geometric Plans for Project Alternative

CONSULTANT shall prepare Geometric Plans for Project Build Alternative. This includes horizontal and vertical alignments, cross sections, typical sections, utility plans, and construction staging concepts that will have costs assigned in the engineers estimate and will be described in the Project Report.

*Deliverables:*

- *Geometric Plans for Project Build Alternative.*

3-160.10.20 Value Analysis Study

CONSULTANT shall conduct prepare a Value Analysis (VA) Study to comply with Caltrans requirements. VA studies identify and evaluate alternative project solutions and provide recommendations to decision-makers. The list of VA Study participants will be developed by CONSULTANT and SBCTA. Once the Draft report has been reviewed by the project stakeholders, an implementation meeting will be conducted to resolve the disposition of the VA Alternatives presented in the report.

Deliverables:

- *Draft / Final Value Analysis Report*

3-160.10.25 Hydraulics/Hydrology Studies

CONSULTANT shall update the Preliminary Drainage Assessment in Section 2-150.15.40 with information available in the PA/ED phase. Preliminary hydrology and hydraulic calculations will be provided for off-site stormwater flows for major cross-culverts for each of the project build alternatives. The impact of the Project improvements will be documented and preliminary recommendations for conceptual drainage improvements will be included in the Preliminary Drainage Report. The report will discuss the drainage design check calculations needed for the permanent treatment BMPs and hydromodification management measures. Reference will be made to the SWDR for the preliminary stormwater calculations.

Deliverables:

- *Draft and Final Preliminary Drainage Report (Hydrology Report)*

3-160.40 Right of Way (ROW) Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for each build alternative. This task shall include preliminary utility location work which includes, but not limited to, review of utility as-built plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

- *ROW Data Sheet (Single Build Alternative)*

3-160.10.45 Utility Locations Determined for Preliminary Engineering

CONSULTANT shall perform all activities needed for Utility Locations Determined for Preliminary Engineering per Caltrans ROW manual and other requirements.

Deliverables:

- *Utility Relocation Estimate*
- *Utility correspondence*

3-160.10.55 Multi-Modal Study (If required)

CONSULTANT shall prepare Multi-modal Study. This review should address temporary construction and permanent impacts as well as possible improvements to Pedestrian, Bicycle, and Transit facilities.

Deliverables:

- *Draft / Final Multi-Modal Study*

### 3-160.10.80 Geotechnical Studies

CONSULTANT shall prepare 7 Structures (5 bridges and 2 wall scenarios 1-cut & 1-fill) Preliminary Geotechnical Report (SPGR), one Preliminary Geotechnical Design Report (PGDR), and one Preliminary Materials Report (PMR). Preliminary Materials Report which shall provide recommendations for pavement structure recommendations, pavement type, proposed pavement design life and corrosion studies if culverts are proposed. Results of this assessment will be used as basis for estimating project construction costs and for evaluation of pavement type in the LCCA. Fault rupture recommendations will be based on the Brightline West project reports. No detailed fault rupture evaluation will be performed.

#### Deliverables:

- *Draft / Final Structure Preliminary Geotechnical Report (up to 5 existing bridge widenings and 2 proposed wall conditions (1-cut report & 1-fill report))*
- *Draft / Final Preliminary Geotechnical Design Report*
- *Draft / Final Preliminary Materials Report*

### 3-160.10.85 Structures Advance Planning Study (APS)

CONSULTANT shall prepare an APS which shall evaluate the type of structures that are suited for the site, identify the scope of work related with each structure type and develop a cost associated with each structure type. Up to 3 structure types are anticipated to be investigated. The APS will follow the Office of Special Funded Projects (OSFP) Information and Procedures Guide Chapter 3, Section 3-2 and will include an APS checklist, Design Memo, and an Itemized Cost Estimate.

#### Deliverables:

- *Advance Planning Study*
- *APS Checklist*
- *Design Memo*
- *Itemized Cost Estimate*

### 3-160.10.95 Preliminary Transportation Management Plan (TMP)

CONSULTANT shall prepare the Preliminary TMP per the latest Caltrans guidelines and requirements.

#### Deliverables:

- *Draft and Final TMP*

### 3-160.15 Draft Project Report

CONSULTANT shall prepare a Draft Project Report following the Caltrans format. The Project

Report shall be prepared by or under the supervision of a registered Civil Engineer in the State of California. The consideration of non-standard features will be closely coordinated with the SBCTA Project Manager and designee to confirm acceptability by the SBCTA.

Deliverables:

- *Draft Project Report*

3-160.15.05 Cost Estimates for Alternatives

CONSULTANT shall prepare the Cost Estimates (11-page format) for each alternative for the Draft Project Report per the latest Caltrans guidelines and requirements.

Deliverables:

- *Cost Estimate (11-page format)*

3-160.15.10 Design Standard Decision Document (DSDD)

CONSULTANT shall prepare the DSDD for both mandatory and advisory standards. The report will be prepared per the latest Caltrans guidelines and requirements. It is assumed that there is only one build alternative, so the DSDD can be drafted once the geometrics are defined for the PA/ED phase.

Deliverables:

- *Draft and Final Fact Sheets for Exceptions to Design Standards (Mandatory and Advisory)*

3-160.15.25 Draft Project Report Circulation Review and Approval

CONSULTANT shall circulate the DPR for review and comment. CONSULTANT shall address and incorporate Caltrans and SBCTA comments into the Final Project Report.

Deliverables:

- *Final Project Report*

3-160.15.99 Stage Construction Concept

CONSULTANT shall prepare stage construction concept to be included in the Project Report.

Deliverables:

- *Draft and Final Stage Construction Exhibit*

3-160.45 Geometric Approval Drawings (GADs), Base Maps and Plan Sheets for PA/ED Development

CONSULTANT shall prepare the geometric approval drawings (GADs) for the preferred build alternative. GADs shall include horizontal and vertical alignments, cross sections, and typical



sections. Preparation of the GADs shall be performed in close coordination with Caltrans Design staff. CONSULTANT will be responsible for completion and approval of the GADs by Caltrans in a manner where there is sufficient time to proceed with the circulation of the Environmental Document and approval of the Project Report within the project schedule.

Deliverables:

- *Draft / Final GADs*
- *Plans Sheets for PA/ED*

### **3.165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT**

#### **3-165.10 General Environmental Studies**

CONSULTANT shall perform general environmental studies to support the evaluation of the Project Build Alternative and, if necessary, to support the environmental determination made under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report shall be performed in consultation with the SBCTA Project Manager or designee. CONSULTANT will be responsible for obtaining the encroachment permit required for field work.

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans Standard Environmental Reference (SER) website, Caltrans Project Development Procedures Manual, local and state CEQA Guidelines, and FHWA Technical Advisory 6640.81 Guidance on Preparing and Processing Environmental and Section 4(f) Documents. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated.

For this scope of work, the technical studies for which a specific scope of work has been included have been assumed based on a review of existing project information and a preliminary review of the project site. If additional studies are identified during the environmental phase of the project a scope of work and cost price proposal will be submitted for approval prior to their initiation.

All submittals of environmental technical studies, documents, and any other developed materials will be electronic, no hard copies will be submitted unless specifically stated in this scope of work. This applies to all environmental related WBS tasks.

The following general assumptions have been made with regard to the technical studies (additional assumptions specific to each respective technical study, if needed, are provided in the subsequent sections that describe each technical study). The following assumptions apply to all technical studies included in this scope of work and the environmental document.

- NEPA/404 integration process will not be required.
- Section 4(f) or 6(f) resources will not be encroached upon by the project and no Section 4(f) or 6(f) resources will require evaluation.
- All technical studies will utilize the appropriate annotated outline that is available for that topic as of the date that the notice to proceed is issued by SBCTA (assumed to be not later than July 15, 2025).

- Community Impact Assessment will not be required.
- Environmental documentation for addressing geotechnical borings or other related activities is not assumed or included.
- Any biological field work that needs to be conducted prior to June 15, 2025, and all biological surveys that are needed for the project (except for bats), including but not limited to burrowing owl, Crotch's bumble bee, small mammals (San Bernardino kangaroo rat and Los Angeles pocket mouse), arroyo toad, sensitive plants, least Bell's vireo, and southwestern willow flycatcher, shall be performed and completed by SBCTA's Environmental On-Call Consultant (VCS) and this information, including but not limited to geographic data, field notes, mapping, survey results, and any other required information, will be provided to CONSULTANT in a format that is easily incorporated into the biological documentation for the project. SBCTA's Environmental On-Call Consultant (VCS) shall also be responsible for any survey reports that are required for species where they perform the surveys.
- Any biological/species surveys that are required for the project, with the exception of bats, that are deemed insufficient due to survey requirements not being met, or for any other reason, shall not be the responsibility of CONSULTANT.
- The biological field evaluation to determine the species that require surveys, along with the associated species surveys, with the exception of bats, shall be the responsibility of SBCTA and this information shall be provided to CONSULTANT in a format that is easily incorporated into the biological documentation for the project, including all necessary mapping, notes, reports, and results. The biological field evaluation conducted by SBCTA's Environmental On-Call Consultant (VCS) shall include the following, all of which will be provided to CONSULTANT for inclusion in the biological documentation for the project. After reviewing relevant information, the project area will be evaluated by SBCTA's Environmental On-Call Consultant (VCS) with a thorough pedestrian survey covering all project areas relevant to potential biological resource constraints. Detailed field notes will be compiled including conditions, visible disturbance factors, species, habitats, mapping and general biological resources. The site and adjacent buffer areas will be evaluated regarding the presence, absence, or likelihood of occurrence for special status species, habitats, or general biological resources posing a constraint to the project through applicable laws and regulations. The study area is assumed to be the proposed limits of disturbance plus a buffer ranging from 100 feet (rare plants) to 300 feet (special-status wildlife species) to 500 feet (for burrowing owl). All buffers to be confirmed and finalized by SBCTA's environmental on-call consultant (VCS) and shall meet all resource agencies and CALTRANS requirements. SBCTA's Environmental On-Call Consultant (VCS) shall be responsible for utilizing the appropriate survey buffer for the species evaluated and shall cover all survey areas needed for the project. Lack of suitable survey data shall not be the responsibility of ICF.
- Any effort related to addressing changes to environmental laws, regulations, or requirements that occur following the issuance of the notice to proceed is issued by SBCTA (assumed to be not later than May 15, 2025) would be considered out of scope.
- No separate U.S. Forest Service (USFS) documentation for any resources are assumed or included.
- No California Department of Fish and Wildlife (CDFW) Incidental Take Permit is included.
- No focused surveys other than those specifically included in this scope of work are included.

For each technical study the following submittals are assumed (additional submittals would be considered out of scope).

*Deliverables:*

- *Draft Technical Study (electronically to SBCTA and then to Caltrans)*
- *Revised Draft Technical Study (electronically to SBCTA and Caltrans for concurrent review)*
- *Final Technical Study for approval (electronically to SBCTA and Caltrans for concurrent review and concurrence; assumes no further comments)*

3-165.10.15 Community Impact Analysis Land Use and Growth Studies

Based on recent experience and the fact that the project is not expected to result in substantial impacts to the community a separate Community Impact Assessment is not assumed or included. This information will be directly addressed in the environmental document.

3-165.10.20 Visual Impact Assessment and Scenic Resource Evaluation

CONSULTANT shall perform a visual impact analysis and prepare a visual impact analysis report which will be referenced in the environmental document. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

In accordance with FHWA and the U.S. Department of the Interior guidelines, the visual analysis will be prepared under the direction of a licensed Landscape Architect and based on FHWA's Visual Impact Assessment for Highway Projects. Based on the Visual Impact Assessment (VIA) Questionnaire it is assumed that a Visual Impact Assessment Memorandum (VIAM) would be appropriate. A short VIAM will be prepared following the Caltrans VIAM outline, so no simulations would be required

*Deliverables:*

- *Draft / Final Visual Impact Analysis Report including visual simulations and exhibits*

3-165.10.25 Noise Study

CONSULTANT shall prepare a Noise Study Report evaluating the noise impacts and potential noise abatement/mitigation measures, if any, associated with the proposed project. Because federal and Caltrans oversight is involved, the report will be prepared in accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol). Short-term monitoring (10 to 15 minutes) will be conducted during daylight hours at up to six (6) locations. Long-term monitoring (24 hours or more) will be conducted provided a safe and secure location can be identified to leave a long-term sound level meter in the project area at two (2) locations.

Traffic noise modeling will be performed using the version of the FHWA Traffic Noise Model (TNM) Version 2.5 available at the time that the notice to proceed for the project is issued by SBCTA.

Based on a preliminary review of the alignment, noise impacts are not predicted, therefore, it is assumed that no noise barriers will need to be evaluated in the Noise Study Report and that a Noise Abatement Decision Report (NADR) will not be required.

Deliverables:

- *Draft / Final Noise Study Report*

3-165.10.30 Air Quality Study

As the truck lane will be constructed outside of urban areas, the project is assumed to be exempt from both regional and project-level conformity. Therefore, an Air Quality Study is assumed to be not required but an Air Quality Memorandum will be prepared that provides the following discussion and analyses:

- Regulatory Setting and Existing Conditions.
- Evaluation of Construction Emissions.
- Evaluation of Operations-Period Mass Emissions.
- Mobile Source Air Toxics.
- Climate Change/Greenhouse Gas Emissions.
- Mitigation Measures.
- Air Quality Conformity Analysis Report and Checklist.

Air quality modeling will be performed using the version of CT-EMFAC available at the time that the notice to proceed for the project is issued by SBCTA (assumed to be not later than May 15, 2025). If a new version of CT-EMFAC is issued then the effort to address any required revisions or modeling based on this new version would be considered out of scope. In addition, it is assumed that the project will not have to be presented to the Southern California Association of Government's (SCAG) Transportation Conformity Working Group (TCWG) and no documentation related to this process is assumed or included.

Deliverables:

- *Draft / Final Air Quality Study Report*

3-165.10.35 Water Quality Studies

In order to provide the existing physical and regulatory environment information for water quality, CONSULTANT will: 1) identify and describe the current and upcoming laws that relate to water quality; 2) describe the beneficial uses as detailed by the Regional Water Quality Control Board (RWQCB) Basin Plan for all potentially-affected waters; 3) discuss water quality objectives for all potentially-affected waters; 4) list potential sources of pollutants, existing water quality of the receiving water bodies, i.e. Total Maximum Daily Loads (TMDL) or 303(d)impaired water bodies listed; and 5) describe the watershed, existing drainage, and hydrologic conditions. CONSULTANT will evaluate the water quality impacts for each proposed alternative and recommend possible best management practices or Project features to address water quality issues. CONSULTANT will document our findings in the Water Quality Assessment Report (WQAR).

Deliverables:*Draft and Final Water Quality Assessment Report (WQAR)*3-165.10.40 Energy Studies

CONSULTANT will prepare an energy impact memorandum that provides the following discussions and analyses:

- **Regulatory Setting and Existing Conditions.** Summarize the existing federal, state, and local energy regulatory environment as it affects the proposed project. Using data provided by the California Air Resources Board (ARB), San Bernardino County, and the Southern California Association of Governments (SCAG), the memorandum will characterize the existing energy use in the project area.
- **Construction Energy.** Energy use from the construction sources will be analyzed based on the equipment used, length of time for a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. In addition, the energy use associated with the haul truck trips and employee commutes will be calculated based on available construction information.
- **Operational Energy.** Changes in long-term energy consumption will be quantified using project-level VMT and EMFAC2021 emissions factors.
- **Mitigation Measures.** Measures to reduce energy consumption during project construction and operations will be identified, if necessary.

Deliverables:

- *Draft and Final Energy Impact Memorandum, if required.*

3-165.10.60 Location Hydraulic Study

CONSULTANT will perform activities related to preparing a Location Hydraulic Study for use in the Environmental Document. CONSULTANT will prepare the Location Hydraulic Study and the Summary Floodplain Encroachment Report forms for the four improved major streams crossing the PROJECT. CONSULTANT will prepare a Draft Location Hydraulic Study Memorandum to document the investigation and summarize the study results, which will include the four stream crossing locations. After receiving one round of comments, CONSULTANT will prepare and submit a Final Location Hydraulic Study Memorandum.

## Assumptions:

- Based on review of FEMA FIRMs (effective 2008), the PROJECT is located within Zone D, and as such, detailed hydrologic and hydraulic modeling will not be performed as a part of this task.
- Because the Project is located within Zone D, impacts to a SFHA are not anticipated, and a memorandum will be developed.
- The Summary Floodplain Encroachment Report is the same as Figure 804.7B Floodplain

Evaluation Report Summary located in Chapter 800, Topic 804 of the Highway Design Manual (HDM, Seventh Edition, 2020).

- The Location Hydraulic Study is the same as Figure 804.7A Technical Information for Location Hydraulic Study located in Chapter 800, Topic 804 of the Highway Design Manual (HDM, Seventh Edition, 2020).
- The Summary Floodplain Encroachment Report and Location Hydraulic Study forms will be developed for each of the four improved stream crossings within the PROJECT limits:
  - Cleghorn Creek
  - Debris Cone Creek
  - Zuni Creek
  - Brush Creek
- Consolidated comments on the Draft Location Hydraulic Study Memorandum will be provided to CONSULTANT at one time.

#### Deliverables

- *Draft and Final Location Hydraulic Study Memorandum*

#### 3-165.10.65 Paleontology Study

CONSULTANT shall perform a paleontology study to identify and evaluate potential impacts to paleontological resources in the project area.

The following tasks shall be performed to evaluate paleontological resources:

- Document review
- Records search
- Analysis of existing data
- Field survey
- Preparation of combined Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER)

Based on preliminary review, a Paleontological Mitigation Plan (PMP) is assumed to be required for the proposed project. The PMP will be prepared under the supervision of a qualified Principal Paleontologist and will follow the PMP format as defined on the Caltrans SER.

#### Deliverables:

- *Draft and Final combined Paleontological Identification Report (PIR) and Paleontological Evaluation Report (PER)*
- *Draft / Final Paleontological Mitigation Plan (PMP)*



### 3-160.10.80 Hazardous Waste Initial Site Assessment

CONSULTANT shall perform a hazardous waste assessment to identify and evaluate the potential for Recognized Environmental Conditions (REC) that occur in the project area. This task shall include a literature search and review of historic information, interagency coordination with the appropriate agencies, field studies, and preparation of an Initial Site Assessment (ISA) report.

The ISA shall be prepared in general accordance with the Caltrans Initial Site Assessment Guidance Document, dated September 2006. Project specific scoping considerations include evaluations of right-of-way acquisition parcels and construction easements, proper management of any identified waste materials, and construction worker and public exposure to any identified onsite contaminants.

Review of local, state and federal regulatory databases and files in performance of the ISA. Based on these findings, additional information may be obtained from direct contact with regulatory agencies including the City Colton, San Bernardino County, California Regional Water Quality Control Board, California Department of Toxic Substances Control, Caltrans and the United States Environmental Protection Agency.

Scope assumptions:

- A corridor study for the approximate 3-mile project area will be included in a single ISA report.
- ROW acquisition areas if any, easement additions, and other real estate entitlements for the project will be provided by the design team.
- Landowner interviews will be excluded.
- Access to the adjacent property is unrestricted and does not require advance coordination for field observation.
- The site reconnaissance will be conducted from public rights-of-way, and special access or encroachment permits will not be required.

Deliverables:

- *Draft / Final Initial Site Assessment Report*

### 3-160.10.85 Hazardous Waste Preliminary Site Investigations (ADL & LBP/ACM)

CONSULTANT will not perform any technical work related to Aerially Deposited Lead (ADL) Survey or LBP/ACM Studies since these will be completed for the project by an SBCTA On-Call Service Team Member as part of a separate contract. A summary of the technical findings and recommendations by others will be referenced in the Initial Site Assessment (ISA) and Draft/Final Environmental Documents.

Deliverables:

- *Draft / Final Aerial Deposited Lead Survey and Report - (To be completed by SBCTA through their on-call contract.)*



- *Draft / Final Lead Based Paint & Asbestos Containing Materials (LBP/ACM) Survey and Report - (To be completed by SBCTA through their on-call contract.)*

### 2-160.10.90 Climate Change Analysis (Greenhouse Emission Estimates and Reduction Strategies and Climate Change Adaptation/Resilience)

CONSULTANT will prepare the Climate Change chapter for inclusion in the environmental document, consistent with the IS/EA annotated outline that is available on the Caltrans SER at the time that the notice to proceed is issued by SBCTA (assumed to be not later than May 15, 2025). This section of the environmental document will be prepared in advance of the overall draft environmental document so that it can be provided to Caltrans for the necessary reviews by the District and Headquarters.

#### *Deliverables:*

- *Draft and Final Climate Change chapter for inclusion in the environmental document*

### 3-165.15 Biological Studies

CONSULTANT shall perform biological studies to assess potential impacts to biological resources in the project area. Biological studies performed shall support the environmental determination made in the Environmental Document and shall be used to demonstrate compliance with applicable biological related laws, regulations, and requirements, including but not limited to, the Federal Endangered Species Act, California Endangered Species Act, Clean Water Act, and the Department of Fish and Game Code. All biological studies performed and reports prepared shall meet Caltrans requirements according to the SER and other pertinent Caltrans guidance that is available at the time that the notice to proceed is issued by SBCTA. CONSULTANT will not be responsible for obtaining any private right of entry permits since SBCTA's Environmental On-Call Consultant will perform the field surveys and access is only needed in the State R/W with the Project Encroachment Permit and R/W adjacent parcels are public lands which are accessible for Bats and JD observations performed by the CONSULTANT.

#### 3.165.15.20 Natural Environment Study

The following identifies the entirety of the biological resources work that will be conducted for the project. Discussions and negotiations with external agencies as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

Since federally and state listed species likely need to be addressed as part of the project, a full Natural Environment Study (NES) rather than a NES/Minimal Impacts document is the appropriate document. The report will be prepared in accordance with Caltrans SER guidance and will conform to the Caltrans NES annotated outline that is available at the time that the NES is initiated. The following tasks will be performed during the preparation of the NES.

#### *Review of Project Information and Applicable Literature*

A literature review will be conducted to identify special-status species known or reported from the project area. The literature review will include:

- 1) Special status species lists from the California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS);
- 2) Database searches of current versions of the California Natural Diversity Database (CNDDB)

- and the Online Inventory of the California Native Plant Society (CNPS); and
- 3) Other available biological studies conducted in the vicinity of the project site.

#### *Field Evaluation for Biological Resource Constraints*

SBCTA's On-Call Environmental Consultant (VCS) shall perform the necessary field evaluations for biological resources and provide the applicable information, geographic data, field notes, mapping, and any other necessary data to ICF in a format that is easily incorporated into the biological documentation.

#### *NES Preparation*

A draft NES will be developed based on results of the habitat assessment and biological surveys, to be provided by SBCTA's On-Call Environmental Consultant (with the exception of information regarding bats), and will describe:

- (a) The study methods used in identifying and assessing the biological resources at the project site, the personnel who conducted the studies, contacts made with agencies, and any limitations associated with the study;
- (b) The environmental setting including both the biological and physical setting at the project site;
- (c) The results, including special-status species present on the site, if any, and a discussion of impacts and mitigation, as necessary; and
- (d) The appropriate regulatory requirements and necessary permits, if any.

With the exception of bats, all habitat evaluations and focused surveys shall be conducted and completed by SBCTA's environmental on-call consultant (VCS) and the results and all associated information that is needed shall be provided to CONSULTANT in a format that is easily incorporated into the biological resources documentation. Any survey reports or other information that is required related to these species shall be the responsibility of SBCTA's on-call environmental consultant (VCS).

#### *Bat Habitat Assessment*

##### *Bat Daytime Habitat Assessment*

CONSULTANT will conduct a visual survey of each of the bridges and large culverts to identify and record potential day and/or night-roost habitat. A summary of the habitat assessment and results will be documented directly in the NES.

##### *Bat Night Emergence Survey*

Should the habitat assessment identify the presence of day-roosting bats, CONSULTANT will conduct a night emergence survey. Outflight survey and bioacoustics equipment will be used to record bat activity and develop data on species and approximate population. CONSULTANT will document the methods and results directly in the NES. It is assumed that up to 3 of the bridge structures will have suitable habitat and require emergence surveys using 4 biologists for each structure.

#### *Biological Assessment*

Because the project may impact arroyo toad critical habitat and individuals, preparation of a Biological Assessment (BA) and Federal Endangered Species Act (FESA) consultation with USFWS is assumed to be required. A BA will be prepared for the proposed project and will be used for initiation of formal consultation with USFWS under Section 7 of the Endangered Species

Act. The BA will conform to the Caltrans Standard Environmental Reference (SER) and the current BA template. Project details, including project description, survey methods, environmental baseline data, and impacts will be derived from the NES and protocol species surveys. The BA will identify what the probable impact will be on federally listed species including arroyo toad, least Bell's vireo, Southwestern willow flycatcher, and San Bernardino kangaroo rat that could potentially occur within the project limits and will provide detailed measures for the avoidance, minimization and/or mitigation of impacts on these species. All species habitat and survey data needed to prepare the BA shall be provided to CONSULTANT by SBCTA's On-Call Environmental Consultant (VCS). It is assumed that no more than two species will need to be addressed in the BA.

*Deliverables:*

- *Draft / Final Natural Environment Study Report*
- *Draft / Final Focus Surveys*
- *Draft / Final Biological Assessment*

3-165.15.99 Jurisdictional Delineation

For Projects that may impact areas under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and CDFW, a formal jurisdictional delineation is required utilizing resource agency standard delineation methods. CONSULTANT will delineate aquatic resources within the study area utilizing routine on-site methods. A pedestrian-based field survey of the study area will be conducted using sub-meter GPS accuracy to precisely delineate the boundaries of agency jurisdiction. The field delineation will be augmented through aerial photo review and GIS analysis. The study area will include the Project footprint plus a 100-foot buffer. For the delineation, CONSULTANT will utilize procedures and practices in the following publications and agency guidance documents: USACE Wetland Delineation Manual (1987); USACE Regional Supplement to the Wetland Delineation Manual, Arid West Region, Version 2.0 (2008); and USACE and Environmental Protection Agency's (EPA) Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in *Rapanos v. United States* and *Carabell v. United States* guidance document (2007) as well as standard practices to delineate CDFW lake and stream resources and associated riparian vegetation.

The field survey results will be compiled and presented in a Jurisdictional Delineation Report prepared for the Project that will identify and quantify the limits of USACE wetland and non-wetland waters of the U.S., RWQCB wetland and non-wetland waters of the State, CDFW stream features and associated riparian areas, and MSHCP Riparian/Riverine habitats within the study area boundaries, where present. It will also include figures and maps showing the location of potential jurisdictional resources and a photolog that documents site conditions of specific drainage features. The Jurisdictional Delineation Report will not quantify impacts to jurisdiction resources; rather, impacts will be quantified and included within the NES. The purpose of excluding impacts from the Jurisdictional Delineation Report is to avoid revisiting a final JD document should the Project impact footprint change during subsequent design revisions.

Deliverables:

- *Draft / Final Jurisdictional Delineation Report*

3-165.20 Cultural Resources Studies

CONSULTANT shall perform cultural resources studies to assess potential impacts to archaeological and historic resources in the project area. Cultural studies performed shall support the environmental determination made in the Environmental Document. CONSULTANT will be responsible for obtaining an encroachment permits required for field work. A records search will be obtained from the South Central Coastal Information Center, part of the California Historical Resources Information System, which houses San Bernardino County records. The Native American Heritage Commission will be contacted to request a review of its Sacred Lands File. CONSULTANT will coordinate with CALTRANS for consultation with Native American groups and other interested parties. Consultation will be conducted in accordance with appropriate current state and federal regulations; therefore, it is assumed that CALTRANS will conduct the actual consultation with information that is prepared and provided by CONSULTANT.

This scope of work assumes that no archaeological sites will be identified in the Area of Potential Effect (APE) and that no testing and/or evaluation will be required. It is anticipated that an Archaeological Survey Report (Finding of No Archaeological Resources Present) will be prepared and no additional documentation will be required.

Architectural historians will undertake a windshield survey of the APE and record intact built environment resources. Based on a review of the anticipated APE, it is assumed that a Historical Resources Evaluation Report (HRER) will not be needed and no built environment resources will need to be evaluated. If any resources are identified as part of the record search then a scope and fee will be provided for approval prior to conducting this effort.

Following completion and approval of the APE, research, survey, outreach and reporting, a summary document (the Historic Property Survey Report [HPSR]) with attached Archaeological Survey Report (ASR) shall be generated. It is anticipated that the proposed project shall result in an HPSR with a finding of No Historic Properties Affected per Stipulation X.B of the Caltrans Section 106 Programmatic Agreement. It is assumed that no properties eligible for listing on the NRHP or CRHR are present within the project's APE and no Department of Parks and Recreation forms (DPR 523) will need to be prepared or updated.

Deliverables:

- *Draft / Final Archaeological Survey Report*
- *Draft / Final Area of Potential Effects Map*
- *Native American Consultation Support (consultation to be conducted by CALTRANS)*
- *Draft / Final Historical Property Survey Report*

### 3-165.XX Rapid Stability Assessment of Stream Crossings

CONSULTANT will prepare a Rapid Stability Assessment up to four (4) improved crossing locations in the Project vicinity. The assessment will follow the approach of the Caltrans Rapid Stability Assessment methodology. CONSULTANT staff will perform a two (2) day site visit and support the findings presented in the assessment report with photographs. CONSULTANT will prepare and submit one (1) Draft Rapid Stability Assessment Report for Caltrans review which will include assessments for all five of the locations. After receiving one round of comments, CONSULTANT will prepare and submit a Final Rapid Stability Assessment Report.

#### Assumptions:

- Any required permission to access the project location will be obtained by others, and provided to CONSULTANT before the field assessment is performed.
- All comments on the Draft Rapid Stability Assessment Report will be submitted to CONSULTANT at one time.

#### Deliverables:

- *Draft and Final Rapid Stability Assessment Report*

### 3-165.XX Preliminary Bridge Hydraulics Study

CONSULTANT will do the following to develop 1D steady-state HEC-RAS models for each of the 4 stream crossings at Cleghorn Creek, Debris Cone Creek, Zuni Creek, and Brush Creek:

- Use available terrain data to cut 4 to 6 cross sections
- Incorporate bridges into the geometry based on as-built information to develop the existing, pre-project condition model
- Incorporate proposed bridge widening improvements to develop the proposed, post-project condition model for one build condition alternative
- Use 100-year flow rates from SBCTA, if available. Otherwise, CONSULTANT will use USGS regional regression equation, USGS estimation for ungaged site near a streamgage, the rational method following San Bernardino County's Hydrology Manual (1986 with 2010 addendum), or the unit hydrograph following San Bernardino County's Hydrology Manual (1986 with 2010 addendum), in that order of priority at each stream crossing location.
- A bulking factor of 2.0 will be applied to streams where bulking flows are anticipated. CONSULTANT will confirm the locations with SBCTA.

CONSULTANT will use available Bridge Inspection Reports, and the preliminary hydraulic models and to estimate potential scour for the proposed widening. CONSULTANT will evaluate the need for rock slope protection scour/erosion countermeasures.

The preliminary hydraulic and scour analyses will be documented in one Preliminary Bridge Hydraulics Memorandum, which will include the hydrologic and hydraulic assessments for the four stream crossings. After receiving one round of comments, CONSULTANT will prepare and submit a Final Preliminary Bridge Hydraulics Memorandum.

**Assumptions:**

- The bridge at East Fork Cajon Creek will not be widened and will not be analyzed as part of this task.
- There are no detailed FEMA hydrologic analyses available for the streams crossing the PROJECT.
- If as-built information is not available at crossing(s), CONSULTANT will seek direction from SBCTA.
- Consolidated comments on the Draft Preliminary Bridge Hydraulics Memorandum will be provided to CONSULTANT at one time.
- Hydraulic modeling will utilize HEC-RAS version 6.6.
- Scour analysis at the bridges will follow methodologies in FHWA HEC-18 Fifth Edition (2012).
- Scour analysis at the culvert will follow methodologies in FHWA HEC-14 Third Edition (2006; errata from 2012).
- Rock slope protection sizing will follow methodologies in Caltrans HDM Seventh Edition and FHWA HEC-23 Third Edition (2009).

**Deliverables:**

- *Draft and Final Preliminary Bridge Hydraulics Memorandum*

**3-165.25 Draft Environmental Document**

**3-165.25 Section 4(f)/6(f) Evaluation**

It is assumed that no Section 4(f)/6(f) properties will be encroached upon and that no “use” of a Section 4(f) property will result and a Section 4(f)/6(f) evaluation will not be required.

**3-165.25.A Public Outreach**

CONSULTANT shall coordinate with SBCTA Public Outreach consultant but will take the lead in providing the public notice about the project and coordinating public meetings, if necessary. CONSULTANT will prepare the Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration/Notice of Public Hearing (NOA/NOI/NOPH) (English and Spanish versions) for publication by SBCTA in a newspaper(s) of general circulation. CONSULTANT shall provide all Public Outreach collateral materials including notices, handouts, and exhibits. CONSULTANT may serve as initial point of contact for public inquiries and shall be expected to maintain a Public Outreach file, which shall include a project mailing list, correspondence log, and records of public meetings. Public Outreach coordination shall be performed in consultation with the SBCTA Project Manager or designee and the SBCTA Public Affairs Office.

**Deliverables:**

- *Public Outreach collateral materials/Electronic Media*
- *Public Outreach File*



- *Public Filing Cost with the County Clerk (DED)*
- *Newspaper public hearing notices / ads will be paid by SBCTA*

### 3-165.25.15 Draft Environmental Document (DED)

CONSULTANT shall consider the scope of the project and results of the environmental technical studies to recommend and obtain direction from Caltrans and SBCTA on the appropriate environmental document to comply with CEQA and NEPA. Based on conceptual design and preliminary information, an Initial Study/Environmental Assessment (IS/EA) appears to be the appropriate CEQA and NEPA environmental document and that level of document is assumed in this scope of work. If an IS/EA is appropriate, CONSULTANT shall prepare a draft environmental document following the available annotated outline on the SER.

CONSULTANT shall prepare a Notice of Completion (NOC) and Environmental Document Transmittal (EDT) and circulate the IS/EA pursuant to SER and the California Office of Planning and Research, State Clearinghouse guidelines. The NOC and EDT, along with the draft IS/EA, will be submitted to the State Clearinghouse via CEQAnet (all submittals to CEQAnet will be made electronically and no hard copies are assumed to be submitted to the State Clearinghouse or are included in this scope of services). CONSULTANT will also post the notice with the San Bernardino County Clerk's office. It is assumed that the County filing fee will not exceed \$50. CONSULTANT shall prepare an Environmental Commitment Record (ECR) and will be responsible for the incorporation of applicable environmental conservation measures into the project final design.

#### Deliverables:

- *Draft IS/EA (1) for SBCTA review and then Caltrans review*
- *Draft IS/EA (2) for SBCTA review and Caltrans review*
- *Draft IS/EA (3) for SBCTA review and Caltrans review*
- *Final draft IS/EA for SBCTA review, and Caltrans concurrence*
- *Up to five hard copies of draft IS/EA for availability locations and public hearing*
- *Distribution of draft IS/EA to availability locations (Caltrans, SBCTA and library)*
- *Filing of the notice with the San Bernardino County Clerk (cost not to exceed \$50)*
- *Draft and Final Notice of Completion (NOC) and Environmental Document Transmittal (EDT) forms*
- *Submittal of the NOC and EDT and draft IS/EA to SCH electronically via CEQAnet*
- *Mailing of notices to surrounding owners/occupants, businesses and agencies or other related activities are assumed to be the responsibility of SBCTA as the project sponsor*

### **3.170 – PERMITS & AGREEMENTS**

#### 3.170.05 Determine Required Permits



Upon completion of the jurisdictional delineation and NES, CONSULTANT will confirm which, if any, aquatic resources permits are expected to be needed from which agency for the PROJECT. This information will be included in the IS/EA. Up to two meetings with the permitting agencies (assumed each meeting will involve all three agencies) are assumed and included.

Deliverables:

- *Identification of anticipated aquatic resources permits; to be documented in the environmental document (no separate deliverables)*

3-170.20 Freeway Agreements

If the Freeway Agreement needs to be updated, CONSULTANT should assist with the local agency reviews, coordination with Caltrans, and revision to the map.

Deliverables:

- *Executed Copies of the Freeway Agreement and Map (Update in PA&ED Finalize in PS&E)*

**3.180 PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)**

3-180.05.10 Final Project Report

CONSULTANT shall perform work to incorporate comments received, update the information, and complete the Project Report for final Caltrans approval.

Deliverables:

- *Final Project Report*

3-180.05.15 Storm Water Data Report (SWDR)-PA/ED

CONSULTANT shall update the PSR-PDS SWDR according to the latest Caltrans template, guidelines and procedures. The report will summarize the Project impacts to water quality, general project features and recommended temporary and permanent BMPs. CONSULTANT will provide preliminary, conceptual mapping of the locations of treatment BMP and hydromodification management measures as necessary, as well as delineations of their appropriate watersheds. The SWDR will also include the PA/ED level cost estimate for BMPs considered for the Project.

Deliverables:

- *Draft / Final SWDR – PA/ED*

3-108.10 Final Environmental Document (FED)

CONSULTANT shall update the DED to identify the rationale for identification of the Preferred Alternative. Subsequent to circulation of the FED, CONSULTANT shall prepare responses to comments received from the public and reviewing agencies. Preparation of the responses shall be

conducted in consultation with the SBCTA Project Manager or designee. Responses to comments received shall be processed according to Caltrans guidelines. It is assumed that no comments regarding legal review or requiring new analyses or from lawyers will be received. CONSULTANT shall prepare a Mitigated Negative Declaration (MND) and Finding of No Significant Impact (FONSI) for Caltrans approval.

CONSUTANT will prepare the Notice of Determination (NOD) in compliance with CEQA. It is assumed that CONSUTANT will file the NOD electronically with the State Clearinghouse via CEQAnet. The NOD will also be posted by CONSULTANT with the San Bernardino County Clerk. It is assumed that the County filing fee will not exceed \$50. Along with the NOD a California Department of Fish and Game (CDFG) filing fee will also be filed (assumed not to exceed \$3,000).

CONSULTANT will prepare a notice for publication in the Federal Register by FHWA to start the NEPA statute of limitations. This notice will be prepared in compliance with the format on the Caltrans SER and it is assumed that coordination and publication of the notice will be the responsibility of Caltrans and FHWA.

All deliverables below are assumed to be electronic, except as noted.

Deliverables:

- *Responses to comments (included in final IS/EA; no separate submittals of the response to comments are assumed)*
- *Draft final IS/EA/MND/FONSI (1) to SBCTA first and then to Caltrans for review*
- *Draft final IS/EA/MND/FONSI (2) to SBCTA and Caltrans for review*
- *Final IS/EA/MND/FONSI to SBCTA and Caltrans for review/concurrence*
- *Up to three hard copies final IS/EA/MND/FONSI*
- *Draft and Final NOD*
- *Draft and Final Federal Register Notice*
- *Filing with San Bernardino County Clerk (filing fee not to exceed \$50)*
- *CDFW filing fee (not to exceed \$3,000)*

**EXHIBIT B “COMPENSATION SUMMARY”**

**EXHIBIT "B"**  
**COMPENSATION SUMMARY<sup>1</sup>**

<b>FIRM</b>	<b>PROJECT TASKS/ROLE</b>	<b>COST</b>
<b><i>Prime Consultant:</i></b>		
HDR Engineering, Inc.	Project Initiation Document and Project Approval Environmental Document	\$ 2,624,710.68
<b><i>Sub Consultants:</i></b>		
ICF Jones & Stokes, Inc.	Environmental Documentation and Technical Studies	1,064,569.24
Fehr & Peers	Traffic Engineering/Transportation Planning	250,248.70
Earth Mechanics, Inc.	Geotechnical and Earthquake Engineering	221,134.24
Psomas	Surveying and Mapping	39,066.11
Procura360 Group, LLC	Value Analysis	40,860.73
<b>SUBTOTAL</b>		<b>4,240,589.70</b>
<b>OTHER DIRECT COSTS</b>		
<b>TOTAL COSTS</b>		<b>\$ 4,240,589.70</b>

<sup>1</sup> Board of Director authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

Contract No:	<u>25-1003299</u>	Amendment No.:	<u>                    </u>
Contract Class:	<u>Payable</u>	Department:	<u>Project Delivery</u>
Vendor No.:	<u>00450</u>	Vendor Name:	<u>California Department of Transportation (Caltrans)</u>
Description:	<u>I-15 Cajon Pass Northbound Corridor Freight Project</u>		
List Any Related Contract Nos.:	<u>25-1003243</u>		

Dollar Amount							
Original Contract		\$	150,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	150,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	150,000.00

Board of Directors	Date:	07/02/2025	Committee	Item #
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Board of Directors	Date:	07/02/2025	Committee	Item #
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Other Contracts	Sole Source?	N/A	No Budget Adjustment
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Local	Funding Agreement	N/A
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Estimated Start Date: 07/02/2025      Expiration Date: 12/31/2039      Revised Expiration Date:

NHS: Yes                      QMP/QAP: No                      Prevailing Wage: N/A

Total Contract Funding:                      Total Contingency:

[illegible]

Kristi Harris

Task Manager (Print Name)

Additional Notes:

DRAFT Agreement No. 08-1807  
 Project No.: 0825000114  
 EA: 08-1R720  
 08-SBD-015-17.7/21.1  
 SBCTA Contract No. 25-1003299

## **COOPERATIVE AGREEMENT COVER SHEET**

### **Work Description**

EXTENDING THE NORTHBOUND TRUCK CLIMBING LANE FROM 2.7 MILES NORTH OF KENWOOD AVENUE TO SR-138 NB EXIT RAMP ON INTERSTATE 15 (I-15) IN CAJON PASS

### **Contact Information**

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

#### **CALTRANS**

To Be Determined, Project Manager

464 West 4th Street

San Bernardino, CA 92401

Office Phone: (909) 501-5761

#### **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

Juan Lizarde , Project Manager

1170 West 3rd Street, 2nd Floor

San Bernardino, CA 92410

Office Phone: (909) 884-8276

Email: jlizarde@gosbcta.com

DRAFT Agreement No. 08-1807

Project No.: 0825000114

EA: 08-1R720

08-SBD-015-17.7/21.1

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## **COOPERATIVE AGREEMENT**

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

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

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

### **RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.
2. For the purpose of this AGREEMENT, *extending the Northbound Truck Climbing Lane from 2.7 Miles North of Kenwood Avenue to SR-138 NB Exit Ramp on Interstate 15 (I-15) in Cajon Pass*, will be referred to hereinafter as PROJECT. SBCTA desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report-Project Development Support (PSR-PDS).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
  - PROJECT INITIATION DOCUMENT (PID)

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.

AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

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

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

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

### **Implementing Agency**

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.
  - SBCTA is the Project Initiation Document (PID) IMPLEMENTING AGENCY.
 

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.
11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

**Funding**

13. SBCTA is the only PARTY committing funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.

14. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.
15. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.
16. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

**CALTRANS' Quality Management**

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

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

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

**Project Initiation Document (PID)**

23. As the PID IMPLEMENTING AGENCY, SBCTA is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.
24. Should SBCTA request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, SBCTA agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.

PARTIES agree to share work as shown in Attachment A – Scope Summary

25. CALTRANS will provide relevant existing proprietary information and maps related to:
  - Geologic and Geotechnical information
  - Utility information
  - Environmental constraints
  - Traffic modeling/forecasts
  - Topographic and Boundary surveys
  - As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

26. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.
27. CALTRANS will actively participate in the Project Development Team meetings.
28. The PID will be signed on behalf of SBCTA by a Civil Engineer registered in the State of California.
29. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to SBCTA within 60 calendar days from the date CALTRANS received the draft PID from SBCTA. SBCTA will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by SBCTA, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from SBCTA.

After SBCTA revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within 30 calendar days from the date CALTRANS received the revised draft PID from SBCTA. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, SBCTA will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS

review period will be stalled during that time and will continue to run after SBCTA provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by SBCTA under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

### **Additional Provisions**

#### **Standards**

30. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD Users Manual
  - CALTRANS policies and directives
  - Plans Preparation Manual
  - Project Development Procedures Manual (PDPM)
  - Workplan Standards Guide
  - Construction Manual Supplement for Local Agency Resident Engineers
  - Local Agency Structure Representative Guidelines

#### **Noncompliant Work**

31. 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**

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

#### **Consultant Selection**

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

#### **Encroachment Permits**

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

35. 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

36. 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

37. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

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

38. 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

39. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.
40. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
41. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of SBCTA in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

#### Claims

42. 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.
43. 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.



44. 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

45. 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.
46. 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.
47. 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.
48. 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

49. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

#### Penalties, Judgments and Settlements

50. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
51. 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.

### **GENERAL CONDITIONS**

52. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

**Venue**

53. 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**

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

**Indemnification**

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

**Non-parties**

57. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

58. 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**

59. 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.

60. 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**

61. 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**

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

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

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

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

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

**Prevailing Wage**

64. 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.

DRAFT Agreement No. 08-1807  
 Project No.: 0825000114  
 EA: 08-1R720  
 08-SBD-015-17.7/21.1  
 SBCTA Contract No. 25-1003299

## **FUNDING SUMMARY**

<b>FUNDING TABLE</b>				
<u><b>IMPLEMENTING AGENCY:</b></u>			<u><b>SBCTA</b></u>	
<b>Source</b>	<b>Party</b>	<b>Fund Type</b>	<b>PID</b>	<b>Totals</b>
LOCAL	SBCTA	Local	1,069,400	1,069,400
Totals			1,069,400	1,069,400

DRAFT Agreement No. 08-1807  
Project No.: 0825000114  
EA: 08-1R720  
08-SBD-015-17.7/21.1  
SBCTA Contract No. 25-1003299

SPENDING TABLE				
	PID			
Fund Type	CALTRANS		<u>SBCTA</u>	Totals
Local	150,000		919,400	1,069,400
Totals	150,000		919,400	1,069,400

DRAFT Agreement No. 08-1807  
 Project No.: 0825000114  
 EA: 08-1R720  
 08-SBD-015-17.7/21.1  
 SNCTA Contract No. 25-1003299

### **Funding**

65. Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

### **Invoicing and Payment**

66. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.
67. 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.
68. 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.

### **Project Initiation Document (PID)**

69. CALTRANS will invoice SBCTA for a \$45,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PROJECT INITIATION DOCUMENT (PID) expenditures. This deposit represents two (2) months' estimated costs.

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



DRAFT Agreement No. 08-1807  
 Project No.: 0825000114  
 EA: 08-1R720  
 08-SBD-015-17.7/21.1  
 SNCTA Contract No. 25-1003299

## **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**

\_\_\_\_\_  
 Catalino A. Pining III  
 District 8 Director

#### **Verification of Funds and Authority:**

\_\_\_\_\_  
 Karem Evans (Acting)  
 District Budget Manager

#### **Certified as to financial terms and policies:**

\_\_\_\_\_  
 Darwin Salmos  
 HQ Accounting Supervisor

\_\_\_\_\_  
 HQ Legal Representative  
 HQ Legal Rep Title

### **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
 Raymond W. Wolfe  
 Executive Director

#### **Attest:**

\_\_\_\_\_  
 Julianna K. Tillquist  
 General Counsel

## Attachment A - SCOPE SUMMARY

WORK ELEMENT	CALTRNAS	SBCTA	N/A
0.100.05.05.xx - Quality Management Plan	x	x	
0.100.05.05.xx - Risk Management Plan		x	
0.100.05.05.xx - Project Communication Plan		x	
0.100.05.10.xx - Quality Management	x		
0.100.05.10.xx - Cooperative Agreement for PA&ED Phase	x	x	
0.100.05.10.xx - Independent Quality Assurance (IQA)	x		
0.100.05.10.xx - Project Development Team Meetings	x	x	
1.150.05.05 - Review of Existing Reports, Data, Studies, and Mapping	x	x	
1.150.05.10 - Geological Hazards Review		x	
1.150.05.15 - Utility Search		x	
1.150.05.20 - Environmental Constraints Identification		x	
1.150.05.25 - Traffic Forecasts/Modeling		x	
1.150.05.30 - Surveys and Maps for PID		x	
1.150.05.35 - Transportation Problem Definition and Site Assessment		x	
1.150.05.45 - As-Built Centerline and Existing Right of Way		x	
1.150.05.50 - Transportation Climate Risk/Adaptation Evaluation		x	
1.150.10 – Initial Alternatives Development		x	
1.150.10.05 - Public/Local Agency Input	x	x	
1.150.10.15 – Concept Alternatives Development		x	
1.150.15 – Alternatives Analysis	x	x	
1.150.15.05 - Right of Way Data Sheets		x	
1.150.15.10 - Utility Relocation Requirements Assessment		x	
1.150.15.15 - Railroad Involvement Determination		x	
1.150.15.35 - Multimodal/Complete Streets Review	x	x	
1.150.15.40 - Hydraulic Review	x	x	
1.150.15.50 - Traffic Studies		x	
1.150.15.55 - Construction Estimates		x	
1.150.15.60 – Preliminary Transportation Management Plan		x	
1.150.15.65 Climate Change Analysis		x	
1.150.20 – Preliminary Environmental Analysis Report (PEAR)		x	
1.150.20.05 - Initial Noise Study		x	
1.150.20.10 - Hazardous Waste Initial Site Assessment/Investigations		x	
1.150.20.15 - Scenic Resources and Landscape Architecture Review		x	
1.150.20.20 – Initial NEPA/404 Coordination		x	
1.150.20.25 – Initial Biology Study		x	
1.150.20.30 - Initial Records and Literature Search for Cultural Resources		x	
1.150.20.40 - Initial Community Impact Analysis, Land Use, and Growth Studies		x	
1.150.20.45 - Initial Air Quality Study		x	
1.150.20.50 - Initial Water Quality Studies		x	
1.150.20.60 - Preliminary Environmental Analysis Report Preparation		x	

1.150.20.65 - Initial Paleontology Study		x	
1.150.25.05 - Draft PID		x	
1.150.25.10 – Approved Exceptions to Design Standards	x	x	
1.150.25.20 PID Circulation, Review & Approval	x	x	
1.150.25.25 - Storm Water Data Report		x	
1.150.25.30.05 – Cost Estimates for Alternatives		x	
1.150.25.99 – Other PID Products		x	
1.150.25.99.xx – Complete Streets Decision Document (CSDD)		x	
1.150.25.99.xx – Vehicle Miles Traveled Decision Document (VMTDD)		x	
1.150.25.99.xx - Public Engagement Plan (PEP)		x	
1.150.25.99.xx - Headquarters Division of Engineering Services PSR-PDS scopingchecklist		x	
1.150.35 - Required Permits, Licenses, Agreements, and Certifications (PLACs) during Project Initiation Documents Development		x	
1.150.40 - PLACs During Project Initiation Documents Development		x	
1.150.45 - Base Maps and Plan Sheets for Project Initiation Documents		x	

## ***Minute Action***

### AGENDA ITEM: 5

***Date:*** June 20, 2025

***Subject:***

Mountain/Desert Smart Corridors Update and Funding Allocation

***Recommendation:***

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

- A. Receive an update on Smart Corridor projects in the Mountain/Desert Subareas.
- B. Allocate \$499,600 in Measure I Victor Valley Subarea Project Development and Traffic Management Systems funds to conduct the planning and project development phase of the Bear Valley Road Smart Corridor.

***Background:***

The San Bernardino Council of Governments completed the Smart County Master Plan (SCMP) in December 2024, with input from a full range of stakeholders, including local jurisdictions. One of the early action items in the SCMP is to move forward with a set of “smart corridors” to focus on controller technology and communication upgrades to improve traffic flow, with the additional consideration of incorporating technology to reduce bus delays for the County’s transit operators.

Smart corridors enable favorable traffic flow and safety by using real-time communications to connect intersections across a corridor. Typically, the through movement along a corridor is optimized but may vary throughout the day. Smart corridor functions link smart intersection devices by utilizing high-speed communications infrastructure. Examples of smart corridor infrastructure include dynamic signal control, traffic signal coordination, signal priority preemption, environmental monitoring, parking management, and closed-circuit television.

Both the SCMP and the SCMP Early Action Plan established a commitment to smart corridor investments throughout the County of San Bernardino. Within the San Bernardino Valley, staff initiated a competitive Request for Information to solicit interest in smart corridor investments. The awards for the recommended projects were approved by the SBCTA Board of Directors (Board) on June 4, 2025.

Within the Victor Valley and the Morongo Basin, smart corridor candidates were also included in the SCMP. Within the Victor Valley, the priority smart corridor identified was Bear Valley Road, and in the Morongo Basin, the priority corridor identified was SR-62. Following approval of the SCMP, staff commenced smart corridor implementation for both facilities. This item provides a status update on these efforts.

**SR-62 Smart Corridor**

On December 4, 2024, the SBCTA Board approved Cooperative Agreement No. 25-1003191 with the Town of Yucca Valley for the development of a project in the Town of Yucca Valley on State Route (SR) 62 from Sage Avenue to Airway Avenue for both the Project Initiation Document (PID) and Project Approval and Environmental Document (PA/ED) phases (collectively referred to as Project). On May 7, 2025, the Board approved the release of a Request for Proposals (RFP) for professional services, and the proposals are due to SBCTA on June 5, 2025.

*Entity: San Bernardino County Transportation Authority*

The PID phase will provide a greater definition of the Project. The PA/ED phase will engage in alternative analysis, concluding with preliminary engineering for the preferred alternative for the Project. The PID and PA/ED phases for the SR-62 Project anticipate both geometric improvements and the incorporation of smart corridor elements. The Project will address the traffic bottleneck along an approximate 3/4 mile segment of SR-62 along the Town of Yucca Valley's commercial segment. The Project will add an outside channelization lane along both directions and improve three existing intersections.

The original RFP for the Project included consideration of signal interconnects as part of the Scope of Work (SOW). However, during the proposal period, SBCTA issued an addendum for the PID and PA/ED to expand the smart corridor elements that would be anticipated as part of the Project. Smart Corridor elements are now directed to include, but are not limited to, Advanced Traffic Management Systems, Transit Integration, including Transit Signal Priority, Environmental Monitoring, and Safety Enhancements for pedestrians and non-motorized users. The addendum further directs that the consultant ensure that the Project builds off SBCTA's Smart County Master Plan smart corridor initiative.

### **Bear Valley Road Smart Corridor**

On March 11, 2025, staff initiated the conversation with the Victor Valley jurisdictions to start the project development process for the Bear Valley Road Smart Corridor. The Town of Apple Valley, the City of Hesperia, and the City of Victorville met with SBCTA staff on March 17, 2025.

The tenor of the meeting was overwhelmingly positive. The Victor Valley jurisdictions collectively recognize Bear Valley Road as a primary point of regional mobility and congestion. Congestion on Bear Valley Road is often most intensely experienced by system users in the area of the Interstate 15 (I-15)/Bear Valley Road freeway interchange. The California Department of Transportation (Caltrans) controls the signal timing for the intersections with I-15 and the on/off-ramps. However, due to the proximity of the ramps to the freeway frontage roads of Amargosa Road and Mariposa Road, the importance of Caltrans' participation in the Project was expressed to be critical. A conversation with the District 8 Deputy Director for Operations on May 7, 2025, confirmed Caltrans' interest in participating with the cities and SBCTA on the Project.

During the initial meeting on the Bear Valley Road Smart Corridor, SBCTA communicated that the Measure I Victor Valley Subarea (VV) Project Development and Traffic Management Systems (PDTMS) fund could be a potential source of funding to support the preliminary planning and project development phase of the Project. SBCTA is also able to use consultant support from its On-Call Planning Bench to perform the work effort. Given the multijurisdictional nature of the Project, the Victor Valley jurisdictions appreciated the willingness of SBCTA staff to use the On-Call Planning Bench and supported SBCTA taking the lead on this Project for the initial phase. The Project lead for subsequent phases will continue to be revisited based on evolving needs and project complexity.

During SBCTA's RFP for 24-1003130 to solicit the On-Call Planning Bench of consultants, Fehr & Peers was the only consultant that both applied for and was determined to be qualified for Category 3 – Transportation Planning. On April 10, 2025, SBCTA staff sent a solicitation request to Fehr & Peers regarding a Contract Task Order (CTO) to determine interest, skill, and capacity to perform project development and preliminary engineering for the Bear Valley Road

## Mountain-Desert Committee Agenda Item

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Smart Corridor. On May 2, 2025, Fehr & Peers provided a proposal for the Bear Valley Road Smart Corridor. The proposal was reviewed internally and determined to be responsive, and the SOW and price were both reasonable and sufficient.

As part of this item, staff has included a recommendation for an allocation of VV PDTMS funds in an amount not-to-exceed \$499,600. Approval of the allocation is being requested pursuant to Measure I Strategic Plan Policy VVTMS-5. SBCTA staff has confirmed that the funds are available, and approval of the CTO will be through authority delegated to the Executive Director. Funding for future phases of this Project has not yet been identified. However, the planning and preliminary engineering effort will help define the Project and provide information that will be important for SBCTA to use in subsequent grant funding applications for the next phases.

The Smart Corridor projects identified above are in the beginning phases of project development and will require additional funding beyond what is currently available and anticipated to be used for support. As project development activities progress for both projects, SBCTA staff will use the information to seek grant funding opportunities to support future phases of project development and other smart corridor projects that are consistent with the SCMP.

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

***Reviewed By:***

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

***Responsible Staff:***

Steve Smith, Director of Planning & Regional Programs

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Approved  
Mountain-Desert Committee  
Date: June 20, 2025

Witnessed By:

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San Bernardino County Transportation Authority

## *Minute Action*

### AGENDA ITEM: 6

**Date:** June 20, 2025

**Subject:**

Update on Cajon Pass Emergency Bypass Strategy

**Recommendation:**

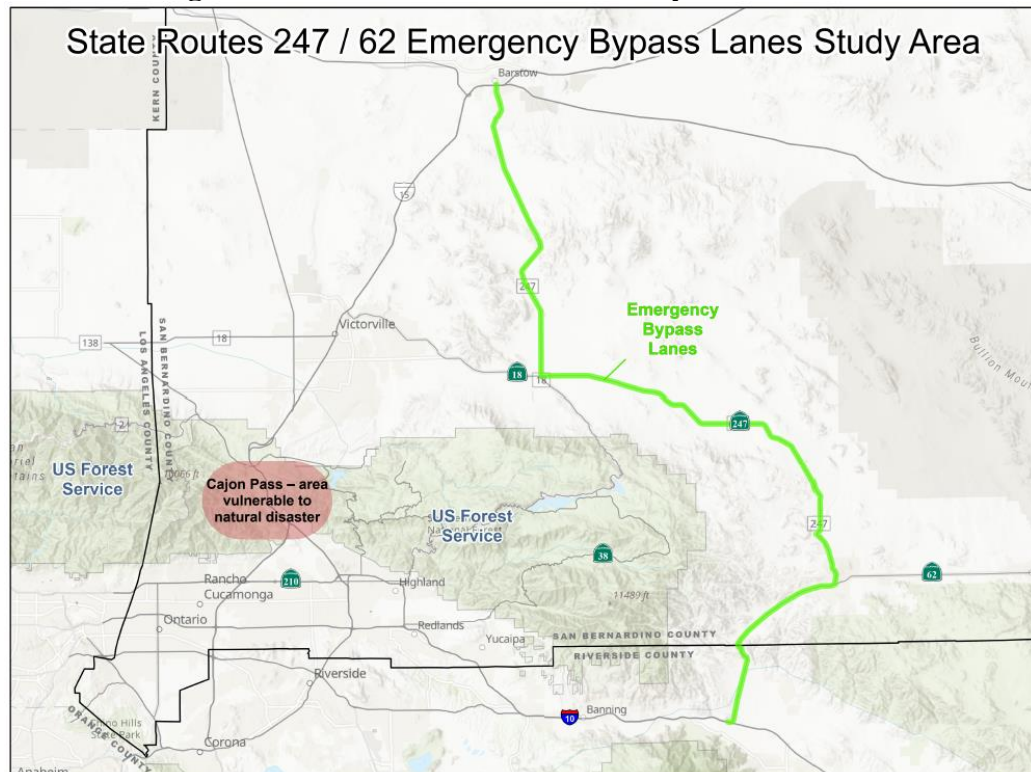
Receive an update on the Cajon Pass Emergency Bypass Strategy.

**Background:**

On September 8, 2022, the Governor of California signed Assembly Bill (AB) 179, which amended the Budget Act of 2022 to reflect changes necessary to implement the budget agreement for the State of California. AB 179 also appropriated funding for Priority Legislative Budget Projects (PLBP), otherwise known as State earmarks. The PLBP program includes earmarks for a variety of projects, including transportation-related projects. In April 2022, the San Bernardino County Transportation Authority (SBCTA) submitted a request for an earmark in the amount of \$1,000,000 to conduct the State Route (SR) 247/62 Emergency Bypass Study (Project). On December 12, 2022, SBCTA was notified that the request was approved and included in AB 179. The California Department of Transportation (Caltrans) is the authorizing agency for the proper distribution of the funding provided by this legislation.

The Project is intended to increase the usefulness of SR-247 and SR-62 as an alternative to Interstate 15 (I-15) through the Cajon Pass in the event of an emergency, such as an earthquake, wildfire, major incident, or other disaster.

**Figure 1. Overview of SR 247/62 Study Area**



Entity: San Bernardino County Transportation Authority



The study is being conducted in two parts:

- Part 1 - prepares the Cajon Pass Emergency Bypass Strategy, which builds on emergency response information obtained from the California Highway Patrol (CHP), Caltrans, and other emergency service agencies. The Emergency Bypass Strategy focuses on traffic management on I-15 through the Cajon Pass during major incidents, but also provides information about how to best coordinate the messaging for a closure. The Draft Cajon Pass Emergency Bypass Strategy Executive Summary is included as Attachment A to this item.
- Part 2 - prepares a feasibility study for potential geometric and operational improvements on the portions of SR-247 from the City of Barstow to the Town of Yucca Valley, on SR-62 from the Town of Yucca Valley to Interstate 10 (I-10) in the City of Palm Springs, in the Cajon Pass, and on other state and local roadways that feed the Cajon Pass from either direction. The feasibility study serves as the basis for recommending projects to develop that will allow for strategic improvements to SR-247 and SR-62 and other routes that will better facilitate traffic management, evacuation, response, and recovery. Part 2 may also include a companion data collection effort as well as follow-up emergency response services coordination meetings. These meetings may consider strategies to improve off-system resiliency improvements to help limit the impact of natural disasters as well as to support evacuation and recovery by maintaining the open availability of alternative routes.

SBCTA released a Request for Proposals on December 19, 2023, seeking consultant support to develop the SR-247/62 Emergency Bypass Study. The firm WSP USA, Inc. was selected as the consultant for the Project and the Board of Directors approved the award of Contract No. 24-1003069 to WSP USA, Inc. on May 1, 2024. The Project includes technical participation in the form of a Cajon Pass Working Group (CPWG). The CPWG held its kickoff meeting on October 28, 2024, and there have been two follow-up meetings since that then. The meetings have been attended by members of SBCTA, WSP USA, Caltrans, CHP, the San Bernardino County Fire Protection District (County Fire), and the San Bernardino County Department of Public Works (DPW).

The Draft Executive Summary for the Cajon Pass Emergency Bypass Strategy (Attachment A) highlights the preliminary results of Part 1: the Cajon Pass Emergency Bypass Strategy. It first summarizes input from the CPWG. It then identifies additional strategies and actions that could be considered for future major incidents in the Cajon Pass. Participants in the discussions thus far have included the CHP, Caltrans, the California Department of Forestry and Fire Protection (CAL FIRE), County Fire, and the San Bernardino County Office of Emergency Services (OES) and DPW. The Transportation Technical Advisory Committee, which consists of local jurisdiction public works/transportation representatives, has also been briefed on this material. The Cajon Pass Emergency Bypass Strategy has also been supplemented with available historical data from prior major incidents and traffic modeling data reconstructing traffic flows of scenarios in which the Cajon Pass is closed south of SR-138.

One of the historical closures included in the analysis is the Blue Cut Fire on August 16, 2016. This major fire caused a full closure of the Cajon Pass and severely limited capacity along mountain routes in both directions. Exhibit 1 below on the following page shows Cajon Pass San Bernardino County Transportation Authority

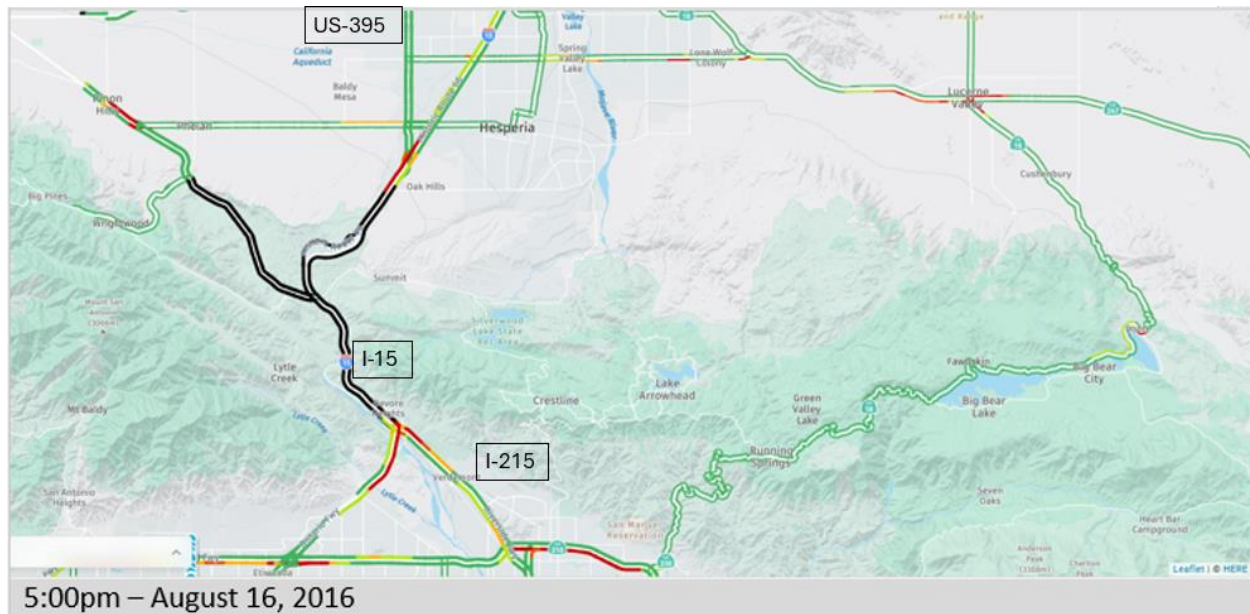
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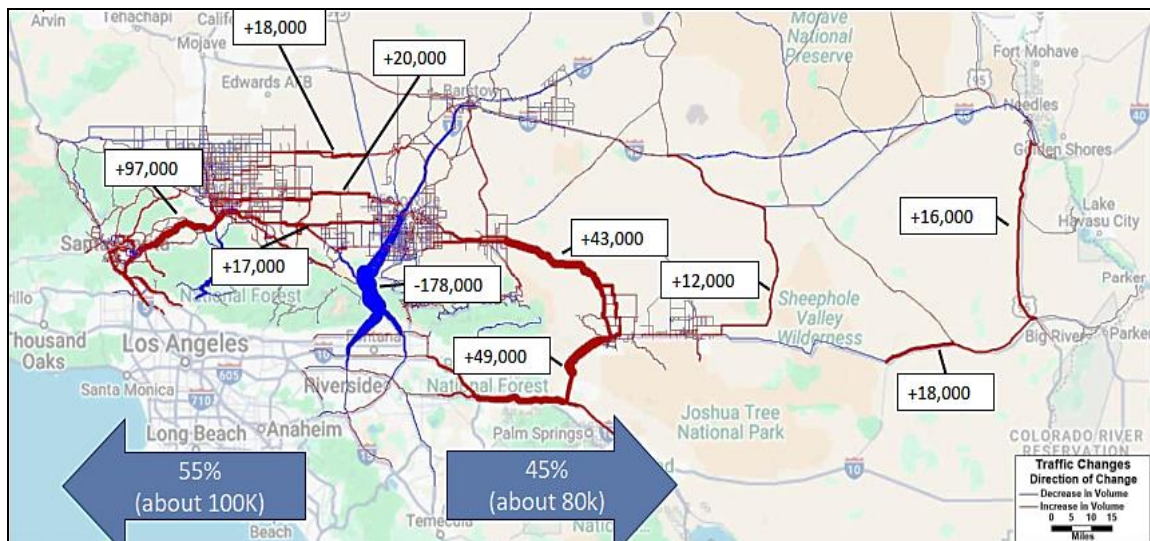
closure limits (in black) for the Blue Cut Fire on August 16, 2016, at 5:00 pm. As expected, particularly heavy delays (in red) were seen in the initial hours on the I-15 approaches to the Cajon Pass, which primarily spread to U.S. Highway 395 and Phelan Road toward SR-138 on the north side and SR-210 on the south side. Challenges on SR-18 and SR-247 are shown to have occurred in Lucerne Valley.

## Exhibit 1. I-15 Closure and Surrounding Congestion Early in the Blue Cut Fire



Supplemental traffic modeling was conducted using the San Bernardino Transportation Analysis Model calibrated with 2019 traffic data. A major closure scenario was modeled, assuming the closure of I-15 through the Cajon Pass and no use of the mountain routes. The simulated closure produced a roughly 50-50 split of increased traffic to the east and west of I-15 at the Cajon Pass, as documented in Exhibit 2 below.

## Exhibit 2. Increases and Decreases in Daily Volume from Simulated Closure of Cajon Pass



A few of the key insights from the CPWG conversations are included below:

1. There are currently no formal incident response plans, traffic management plans, or detour plans for I-15 through the Cajon Pass that are referenced by agencies or emergency personnel during an incident. Incident command is handled on a case-by-case basis.
2. No single “Cajon Pass Closure Plan” exists, but a layered set of plans that would be activated between federal, state, local, and military documents. Disaster response plans broadly acknowledge I-15 (and the Cajon Pass) as a critical transportation and logistics corridor. Additionally, most agencies follow a general protocol, procedure, or plan when responding to events – either federal, state, local, and/or internal. While the general guidance is helpful, much of the response is reflex-like and driven by the most pressing need. Agencies noted real-world scenarios and training exercises as being valuable learning experiences.
  - a. Several Emergency Operations Plans exist at the federal, state, and county levels. Furthermore, California OES provides general guidance for catastrophic incident planning through the “California Catastrophic Incident Base Plan: Concept of Operations” and more detailed guidance in the “Southern California Catastrophic Earthquake Plan, 2022.”
  - b. CHP follows its internal Emergency Incident Planning Manual and utilizes their standard communication equipment and protocols. Checklists are available for certain events (earthquakes, floods, etc.), but traffic management is handled on a case-by-case basis.
  - c. Caltrans does not have a plan specific to the Cajon Pass but has experience from and plans for other facilities they can leverage. General guidance is provided by their Emergency Operations Plan.
  - d. County OES has general frameworks for certain events (earthquakes, floods, landslides, etc.) but no formal process or traffic management component. Any routing plans, if developed, are generally kept private, so the most up-to-date version may be deployed with minimal public confusion due to a previous version. OES is currently conducting audits of key elements of their response frameworks.
3. The recommendation of specific alternative routes to the public is not generally advisable. Doing so may result in routes that are not optimal for significant portions of those unfortunate enough to be caught in a Cajon Pass closure. Pre-established alternative routes may also lock the public into a suboptimal route choice, as during emergency situations, the field conditions inevitably evolve in real time. The preferred course of action is to get the most accurate and timely information out to the media and the public on the location of the closure/incident and the nature of the event so that the traveling public can develop their own alternate route plan in real-time based on their trip destination and the mapping apps now available to them. The CHP has indicated they now typically get information on major incidents out to the media very efficiently via “X” (formerly “Twitter”).
4. There are currently no formal incident response plans, traffic management plans, or detour plans for I-15 through the Cajon Pass that are referenced by emergency personnel

during an incident. Experience has shown that traffic management for is best handled based on field conditions (using the extensive knowledge of the area by response agencies, best practices, past personal experiences of key personnel, professional judgment etc.). The response agencies provide substantial discretion to field personnel because every emergency situation is different, and there are many variables (time of day, exact location and direction of incident, type of incident, expected duration of closure, etc.).

5. CHP, Caltrans, County Fire, CAL FIRE, and other emergency service personnel know the area well and are typically able to rapidly establish lines of communication and collaborate on incident responses that both protect public safety and “minimize the pain” brought about by major incidents, to the extent possible. That said, there is no way to replace the traffic capacity of I-15 through the Cajon Pass, which carries approximately 200,000 cars and trucks each weekday. Major delays are inevitable.
6. The CHP is generally the first responder to an incident on I-15 and the initiator of communications regarding closure. The CHP dispatch office is co-located with the Caltrans Traffic Management Center so communication between CHP and Caltrans is easy to establish and relatively frictionless.

### **Draft Cajon Pass Emergency Bypass Strategy**

In light of the efforts of the CPWG, a proposed traffic management strategy for major Cajon Pass incidents is as follows:

1. Build on all the elements and lessons learned highlighted above: (e.g. provide accurate and timely information on Cajon Pass incidents to the public and anticipate that many drivers will find an alternate route that is best for their own destination and individual conditions).
2. Meet the varying needs of all responding agencies:
  - a. DPW: Mitigation of congestion on San Bernardino County roads.
  - b. CHP: Public safety and accessibility to support response times.
  - c. OES: Availability of emergency access/supply routes.
  - d. Caltrans: Continuity of service on State roadways.
3. Establish a Food and Water Point of Distribution plan for incidents which leave motorists stranded for long periods of time.
  - a. Identify equipment (gators, quads, etc) in the Operational Area that can be utilized on shoulders to set out water and food for any stranded motorists.
  - b. Coordinate with other San Bernardino County agencies, including Public Health, Behavioral Health, and Human Services.
4. Work with businesses along the transportation corridors such as gasoline stations, motels, towing companies and others that can provide resources to support incident management or recovery.
5. Reduce overall traffic demand during an incident by engaging with large trip generators/attractors (e.g., Las Vegas Convention and Visitors Authority, etc.).

By engaging these organizations, the strategy aims to inform travelers early and direct them to alternate routes, reducing the volume of vehicles entering the Cajon Pass closure area.

6. Improve capacity and traffic operations at key bottlenecks on the alternate routes most often used during major Cajon Pass incidents. Alternate routes can become overloaded very quickly, and individual intersections can become serious bottlenecks that constrain flow for the entire route. An initial analysis of prior major incidents has suggested a set of locations that should be further examined for capacity enhancement or operational improvement. Preliminary examples in the High Desert include: I-15 at SR-138; I-15 at SR-18 south; I-15 at SR-18 north; SR-62 at SR-247; SR-247 at SR-18; SR-18 at US 395; SR-138 at Phelan Road. Phase 2 of the Emergency Bypass Study will look at what can be done in the SR-247/62 corridor overall, to make the use of that alternate as safe and efficient as possible.
7. Address other operational and capacity constraints along alternate routes or at intersections. Examples include: widening shoulders, upgrading/modifying intersection control, signal optimization and coordination, adding/extending turn lanes, providing consistent lane configurations, and mitigating overlaps/convergence of traffic.
8. Explore use of Intelligent Transportation System (ITS) infrastructure along State roadways including SR-247/62 in order to support traffic monitoring and management systems such as Closed Circuit Television, CMS, adaptive traffic control, and emergency vehicle preemption.
9. There is a tendency to think primarily of the southbound drivers from the High Desert when it comes to alternate routing, because of the sense of isolation from the Southern California region. But an equivalent amount of traffic goes northbound. For drivers in the Los Angeles (LA) Basin seeking to continue on I-15 north toward the Victor Valley and beyond, the mountain roads are not particularly good choices, but they may still be the best for certain destinations. Longer distance drivers that would have used I-40 may instead divert to I-10 toward Phoenix. Unfortunately, alternate routes from the LA Basin to the City of Las Vegas via I-15 are very limited, and mapping apps can be immensely helpful if information on Cajon Pass closures is available early enough before approaching the Pass.
10. Regarding mapping apps, agencies should develop relationships with real-time traffic mapping providers wherein for major incidents they can be notified by CHP or Caltrans to designate Cajon Pass closure locations in real time. This will increase the share of accurate re-routings provided to drivers that would have otherwise been using the Cajon Pass.
11. Support agency integration into the Joint Information System (JIS) structure. The JIS includes the Telephone Emergency Notification System (TENS), the San Bernardino Ready App, and activation protocols for the Joint Information Center (JIC), which is coordinated by OES.
12. Given the success with sharing incident information with the media through “X,” agencies may also want to consider establishing relationships with trucking companies for CHP to share incident information on “X.” Other traditional methods such as radio and television will be important as well. A key focus will be supporting trucking

companies in disseminating this information to their drivers in a timely way since some of the routes are not well-suited to large volumes of heavy-duty truck travel.

- a. Identify and socialize the AM radio stations that have information for any residents stranded on these roadways.
  - b. Utilize the Telephone Emergency Notification System (TENS) by using a geo-fence to send Wireless Emergency Alerts to all affected cell phones.
13. For longer term incidents, deploy portable changeable message signs (CMS) at strategic locations in advance of key alternate route exit points to advise of incident locations.
14. For ultra-long closures of I-15 (such as might be caused by an earthquake on the San Andreas fault, which bisects the Cajon Pass), coordinate information dissemination not only with adjacent regions but adjacent states. A key part of the strategy will be to support interagency coordination in the form of resource allocation, communications protocols, command structures, and traffic management.
15. For non-critical, localized events:
  - a. Assess opportunities for vehicle turnarounds and parallel bypass routes that do not exist today. For example, reconnecting Cajon Boulevard between SR-138 and the ramps at Cajon Boulevard and I-15 to the south could play a critical future role to relieve congestion in the event of I-15 closures. While this would be a challenging project, the closure of this gap in Cajon Boulevard could greatly assist traffic management on major incidents south of SR-138.
  - b. Assess the feasibility of implementing measures such as dynamic medians, dynamic shoulders, and contraflow lanes (i.e. safely allow flows of southbound traffic in the northbound lanes, and vice versa), in extreme, long-term cases. A dynamic median was activated several years ago with the loss of a bridge on I-10 east of the Coachella Valley.
16. Establish direct notification channels with major freight and logistics partners (dispatch centers, industry associations)
17. Identify and prioritize infrastructure reinforcements: shoulders, turn lanes, pullouts for enforcement or disabled vehicles.
18. Conduct tabletop exercises with Caltrans, County Fire, OES and DPW, and CHP focused on contraflow or one-way routing scenarios.

It should be noted that many of these strategies apply not only to the Cajon Pass but also to other major routes that can be impacted by major incidents. For any of these events, there can be a major economic impact: for commuters struggling to access their employment sites, for truckers delivering time-sensitive goods, and for carrying on commerce in general. Investing in the improvement of some strategic locations can help to lessen that impact. Furthermore, coordinating these improvements with ongoing or planned projects will be important. But as noted previously, there is no set of alternate routes that can fully replace the Cajon Pass.

The Cajon Pass Emergency Bypass Strategy Executive Summary was distributed to the CPWG for review and comment. Each of the major emergency response stakeholders communicated to SBCTA and its consultant WSP USA that the Bypass Strategy accurately reflects the San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item

June 20, 2025

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conversations from the CPWG. The suggested edits that were offered largely helped to provide added nuance and context.

One of the likely outgrowths of the SR 247/62 Emergency Bypass Study is a recommendation to prepare Caltrans Project Initiation Documents (PIDs) for specific sections of that route or for strategic locations elsewhere in the Victor Valley or Cajon Pass. The PIDs will be the next step in the project programming/funding process. The intent of this study is not to identify projects for the general widening of these routes. However, the Emergency Bypass Strategy needs to be developed enough to support the recommendations for roadway geometric and operational improvements to better serve emergency service needs. This assessment will be the focal point of Part 2 of the study.

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

***Reviewed By:***

This item was received by the Board of Directors Metro Valley Study Session on June 12, 2025.

***Responsible Staff:***

Steve Smith, Director of Planning & Regional Programs

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Approved  
Mountain-Desert Committee  
Date: June 20, 2025

Witnessed By:

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San Bernardino County Transportation Authority



## Attachment A

### Cajon Pass Emergency Bypass Strategy

#### Draft Executive Summary – SBCTA – June 3, 2025

The Cajon Pass is a critical transportation corridor connecting Southern California to the rest of the United States via Interstate 15 (I-15). It serves as a convergence point for not only I-15 but also key rail lines and major utility infrastructure. The Cajon Pass and its highway connections support daily commuting, regional travel, and interstate travel for passenger vehicles and freight. It is a high-volume truck corridor, carrying approximately 200,000 total vehicles, including 20,000 trucks per day (source: Caltrans truck volume data) and is essential for both regional mobility and the national supply chain. Any significant disruption to this corridor – whether due to a catastrophic event, wildfire, earthquake or other prolonged closure – would have significant consequences for national and regional supply chains.

Assembly Bill (AB) 179 appropriated funding for the Priority Legislative Budget Projects (PLBP) Program, which included earmarks for a variety of transportation projects. The State Route (SR) 247/62 Emergency Bypass Study was one of the projects awarded funding. **The intent of the legislative earmark was to conduct a study that examines strategies to minimize the impact of closures and major traffic incidents in the Cajon Pass and to improve the ability for alternate routes such as SR-247/62 to carry additional traffic loads during these emergencies.**

The study is being conducted in two parts:

- Part 1 prepares an area-wide Cajon Pass Emergency Bypass Strategy that builds on any existing response plans previously developed by the County of San Bernardino, California Highway Patrol (CHP), California Department of Transportation (Caltrans), the State of California Catastrophic Earthquake Plan and other emergency service agencies' plans for traffic management during periods of closure on I-15 through the Cajon Pass due to major incidents.
- Part 2 prepares a feasibility study for potential geometric and operational improvements on the portions of SR-247 from the City of Barstow to the Town of Yucca Valley, on SR-62 from the Town of Yucca Valley to Interstate 10 (I-10) in the City of Palm Springs, in the Cajon Pass, and on other state and local roadways that feed the Cajon Pass from either direction. The feasibility study serves as the basis for recommending projects to develop that will allow for strategic improvements to SR-247 and SR-62 and other routes that will better facilitate traffic management, evacuation, response and recovery. Part 2 may also include a companion data collection effort as well as follow-up emergency response services coordination meetings. These meetings may consider strategies to improve off-system resiliency improvements to help limit the impact of natural disasters as well as to support evacuation and recovery by maintaining the open availability of alternative routes.

The Draft Executive Summary highlights the preliminary results of Part 1: the Cajon Pass Emergency Bypass Strategy. It first summarizes input from the Cajon Pass Working Group (CPWG), a group of stakeholders and emergency service agencies, on how they currently manage

traffic during incidents in the Cajon Pass. It then identifies additional strategies and actions that could be considered for traffic management during future major incidents in the Cajon Pass. Participants in the discussions thus far have included the CHP, Caltrans, the California Department of Forestry and Fire Protection (CAL FIRE), San Bernardino County (SBC) Fire Protection District (County Fire), the SBC Office of Emergency Services (OES), the SBC Department of Public Works (DPW). Focused debriefs regarding emergency traffic response and management were conducted with each agency individually. This coordination has been supplemented with available historic traffic data from prior major incidents as well as traffic modeling data reconstructing traffic flows of scenarios in which the Cajon Pass is closed south of SR-138.

### Data Collection and Analysis

Data collection and analysis efforts were conducted by the consultant team to assist in the CPWG discussion on the Emergency Bypass Strategy. The approach to the compilation of this information for the CPWG includes the following considerations:

1. Traffic incidents along the Cajon Pass were logged for the period of June 2024 through January 2025. The log indicated that the location, time, duration, and severity of incidents in the Cajon Pass vary widely, and it would be difficult to craft response plans for every situation. Furthermore, most incidents, although frequent and/or serious, only resulted in partial closures and/or dissipated relatively quickly - therefore, they resulted in a low-to-moderate impact that did not force motorists to divert to alternate routes. There were also no incidents during this period that produced a complete closure of the Cajon Pass for a multiple day duration. As a result, the review of recent incidents was supplemented with major closures from past history as far back as 2014.
2. Based on the events and understanding of the effects based on input from the CPWG, the key criteria the consultant team considered when determining incident impact include:
  - a. Date/time,
  - b. Location (zone),
    - i. Zone 1 - Ranchero Road to Oak Hill Road
    - ii. Zone 2 - Oak Hill Road to SR-138 (critical - no parallel bypass)
    - iii. Zone 3 - SR-138 to Cajon Boulevard (critical - no parallel bypass)
    - iv. Zone 4 - Cajon Boulevard to Kenwood Avenue
    - v. Zone 5 - Kenwood Avenue to I-215
  - c. Duration of the closure,
  - d. Direction(s) affected
3. The following major events were expected to have created the most significant, and thus measurable, change in regional traffic patterns. These events are summarized below:
  - a. Police shooting on September 14, 2024
 

The incident occurred in Zone 3 where there are no parallel alternative routes. The northbound closure lasted about 14 hours – it is unclear if it was a full closure the entire time. It would be expected that traffic patterns due to a southbound closure would follow the same alternate route(s) but in reverse. The incident occurred on a Saturday evening and was cleared Sunday morning.

b. Snowstorm on November 28, 2019

The storm was expected but the magnitude was not planned for. The storm severely limited capacity along the entire pass and mountain routes in both directions. There was a short, full closure followed by a partial (one lane) re-opening causing significant congestion. The storm occurred on Thanksgiving Day. The combination of these factors provided a focused view of more local alternate routes used during the event as well as insights into altered travel routes in anticipation of an event.

c. Blue Cut Fire on August 16, 2016

This was a major fire that caused a full closure of the Cajon Pass and severely limited capacity along mountain routes in both directions. The fire began on a Tuesday. The combination of these factors provided a more regional view of alternate routes used during an event when the Cajon Pass and mountain routes are unavailable.

4. Historical traffic data available through the Caltrans Performance Measurement System (PeMS) and ClearGuide (a “big-data” history of traffic congestion on the road network) was reviewed for the major closures. The data mostly covered state highways and showed color-coded congestion levels as opposed to traffic volumes. Several arterial bottlenecks became apparent on alternate routes. For example, Exhibit 1 below shows the Cajon Pass closure limits (in black) on August 16, 2016, 2:30 pm, for the Blue Cut Fire. As expected, particularly heavy delays (in red) were seen in the initial hours on the I-15 approaches to the Pass, which primarily spread to US 395 and Phelan Road toward SR-138 on the north side and SR-210 on the south side. Challenges on SR-18, SR-247 and SR-62 were documented later in the incident.
5. Supplemental traffic modeling was conducted using the San Bernardino Transportation Analysis Model calibrated with 2019 traffic data. A major closure scenario was modeled, assuming the closure of I-15 through the Cajon Pass and no use of the mountain routes. Exhibit 2 below shows the increases in daily traffic volume on routes to the east and west of the Cajon Pass and reductions of daily traffic volume on I-15. The modeling showed:
  - a. Rerouted traffic was concentrated along state highways such as SR-247, SR-62, and SR-18 in the High Desert and SR-14 in the County of Los Angeles. The model assumes that all drivers still make the trip to their original destination, but just by a different route. In reality, we expect some drivers (both car and truck) to assess the situation and decide not to make the trip at all or simply pause their trip and wait for a better time to travel.
6. The simulated closure produced a roughly 50-50 split of increased traffic to the east and west of I-15 at the Cajon Pass, as documented in Exhibit 2 below. The importance of model data at this point is to show the high-level distribution of rerouted traffic to the east/west and potential spillover to local roads from a complete closure of I-15 in the Cajon Pass. Note: The model distributes traffic based on standard capacity-balancing parameters and does not reflect any specific trip/route detours, restrictions, or diversions/cancellations. Localized traffic impacts (queueing, bottlenecks, or roadway improvements) will be looked at in detail as the effort progresses.

5:00pm – August 16, 2016

**Traffic Changes**  
 Direction of Change  
 — Decrease in Volume  
 — Increase in Volume  
 0 5 10 15  
 Miles

## 1. Incident Response and Reporting

- 4



- b. No single “Cajon Pass Closure Plan” exists, but a layered set of plans and actions would be activated between federal, state, local, and military documents. Disaster response plans broadly acknowledge I-15 (and the Cajon Pass) as a critical transportation and logistics corridor. Additionally, most agencies follow a general protocol, procedure, or plan when responding to events – either federal, state, local, and/or internal. While the general guidance is helpful, much of the response is reflex-like, utilizing past experience and training, and driven by the most pressing need. Agencies noted real-world scenarios and training exercises as being valuable learning experiences.
  - i. Several Emergency Operations Plans exist at the federal, state, and county levels. Furthermore, California OES provides general guidance for catastrophic incident planning through the “California Catastrophic Incident Base Plan: Concept of Operations” and more detailed guidance in the “Southern California Catastrophic Earthquake Plan, 2022.”
  - ii. CHP follows its internal Emergency Incident Planning Manual and utilizes their standard communication equipment and protocols. Checklists are available for certain events (earthquakes, floods, etc.), but traffic management is handled on a case-by-case real-time basis.
  - iii. Caltrans does not have a plan specific to the Cajon Pass but has experience from and plans for other facilities they can leverage. General guidance is provided by their Emergency Operations Plan.
  - iv. County OES has general frameworks for certain events (earthquakes, floods, landslides, etc.) but no formal process or traffic management component. Any routing plans, if developed, are generally kept private so the most up-to-date version may be deployed with minimal public confusion due to a previous version. OES is currently conducting audits of key elements of their response frameworks.
- c. Traffic management for incidents is generally handled based on field conditions (using the extensive knowledge of the area by response agencies, best practices, past personal experiences of key personnel, professional judgement etc.). The response agencies provide substantial discretion to field personnel because every emergency situation is different, and there are many variables (time of day, exact location and direction of incident, type of incident, expected duration of closure, etc.). The CHP is generally the first responder to an incident along the state highway system and initiator of communications regarding closure. The CHP dispatch office is co-located with the Caltrans Traffic Management Center so communication between CHP and Caltrans is easy to establish and relatively frictionless. A mobile unified command center with federal, state and local partners may also be strategically established in the field depending on the needs of the incident. Caltrans then relays traffic information directly to the public through changeable message signs (CMS) and indirectly through online map apps that reference Caltrans QuickMap data and system sensor data (PeMS).
  - i. For disaster events, OES expects that roads will initially be closed for emergency vehicle access only. While CHP oversees the re-opening of lanes on I-15, there are procedural requirements for certain events that can dictate the pace of re-opening lanes.

- ii. There is need to formalize agreements with mapping platforms such as Waze, Google, and Apple to flag closures in real-time so that system users can be directed to vetted detours.
- iii. There is potential need to integrate the Emergency Bypass Strategy into the County of San Bernardino's Joint Information System (JIS) structure. The JIS includes the Telephone Emergency Notification System (TENS), the San Bernardino Ready App, and activation protocols for the Joint Information Center (JIC), which is coordinated by OES.
- iv. More formalized alert and warning processes can enhance public communications during rapidly evolving emergencies.

## **2. Communications**

- a. CHP, Caltrans, County Fire, CAL FIRE, and other emergency service personnel know the area well and are typically able to rapidly establish lines of communication and collaborate on incident responses that both protect public safety and "minimize the pain" brought about by major incidents, to the extent possible. That said, there is no way to replace the traffic capacity of I-15 through the Cajon Pass, which carries approximately 200,000 cars and trucks each weekday. Major delays are inevitable.
- b. The CHP has found that "X" (formerly "Twitter") is now one of the most efficient methods of getting information to the media about major incidents. Critical pieces of information include the route, direction, exact location, and potential duration and nature of the incident. From this, many drivers (especially the local ones) can make their own decisions about routing.
- c. There may be an opportunity to more formally align the Emergency Bypass Strategy with the San Bernardino County Emergency Operations Plan Annexes. This could help ensure that OES has all the plans necessary for training purposes. Doing so will provide an opportunity to establish and align clear activation thresholds and protocols for OES engagement during a prolonged or multi-agency incident.
- d. Establishing Points of Distribution for situations of mass care and standings would require coordination with other San Bernardino County agencies, such as Public Health, Behavioral Health, and Human Services. This cross-agency planning is typically led by OES and would promote greater effectiveness and equity in service delivery during major incidents.

## **3. Detours and Routing**

- a. The destinations of drivers approaching the Cajon Pass vary widely. The best alternate route for drivers from the City of Las Vegas to the City of Los Angeles will be very different than for drivers traveling from the City of Las Vegas to the City of Palm Springs, for example. Therefore, recommending specific alternate routes to the public may actually result in routes that are not optimal for significant portions of those unfortunate enough to be caught in a Cajon Pass backup. The best route depends on their destination.
- b. Driver familiarity ranges from very familiar to unfamiliar. CHP noted that they, and likely other commuters, have used the mountain routes and are generally familiar/comfortable

with them but non-commuters may experience difficulties. Additionally, SR-18 is a common route for vehicles from I-15 to SR-247.

- c. While Caltrans has previously developed a set of alternate route maps that could be used for diversion of traffic depending on location and direction of an incident, the maps generally presumed that the diversions would be more localized. Thus, they were not found to be as useful for major incidents in the Cajon Pass, where multiple alternate routes (both long and short) are needed to handle traffic. Displaying accurate information on changeable message signs and information through the media allow drivers to make the choices that are in their own best interest, recognizing that no alternate route will be as fast as an incident-free Cajon Pass.
- d. Real-time route mapping apps are now relied upon heavily by the public. While not everyone will be able to safely access this information enroute to their destination, once they learn of a major incident in the Cajon Pass, typically enough of the cars or trucks will be able to plan an alternate route on their own to partially reduce the impact. This helps reduce the volume of traffic approaching the incident site and get stuck in local traffic.

### **Draft Cajon Pass Emergency Bypass Strategy**

In light of this, a proposed traffic management strategy for major Cajon Pass incidents is as follows:

1. Build on all the elements and lessons learned highlighted above: (e.g. provide accurate and timely information on Cajon Pass incidents to the public and anticipate that many drivers will find an alternate route that is best for their own destination and individual conditions).
2. Meet the varying needs of all responding agencies:
  - a. DPW: Mitigation of congestion on San Bernardino County roads.
  - b. CHP: Public safety and accessibility to support response times.
  - c. OES: Availability of emergency access/supply routes.
  - d. Caltrans: Continuity of service on State roadways.
3. Establish a Food and Water Point of Distribution plan for incidents which leave motorists stranded for long periods of time.
  - a. Identify equipment (gators, quads, etc.) in the Operational Area that can be utilized on shoulders to set out water and food for any stranded motorists.
  - b. Coordinate with other San Bernardino County agencies, including Public Health, Behavioral Health, and Human Services.
4. Work with businesses along the transportation corridors such as gasoline stations, motels, towing companies and others that can provide resources to support incident management or recovery.
5. Reduce overall traffic demand during an incident by engaging with large trip generators/attractors (e.g., Las Vegas Convention and Visitors Authority, etc.). By engaging these organizations, the strategy aims to inform travelers early and direct them to alternate routes, reducing the volume of vehicles entering the Cajon Pass closure area.



6. Improve capacity and traffic operations at key bottlenecks on the alternate routes most often used during major Cajon Pass incidents. Alternate routes can become overloaded very quickly, and individual intersections can become serious bottlenecks that constrain flow for the entire route. An initial analysis of prior major incidents has suggested a set of locations that should be further examined for capacity enhancement or operational improvement. Preliminary examples in the High Desert include: I-15 at SR-138; I-15 at SR-18 south; I-15 at SR-18 north; SR-62 at SR-247; SR-247 at SR-18; SR-18 at US 395; SR-138 at Phelan Road. Phase 2 of the Emergency Bypass Study will look at what can be done in the SR-247/62 corridor overall, to make the use of that alternate as safe and efficient as possible.
7. Address other operational and capacity constraints along alternate routes or at intersections. Examples include: widening shoulders, upgrading/modifying intersection control, signal optimization and coordination, adding/extending turn lanes, providing consistent lane configurations, and mitigating overlaps/convergence of traffic.
8. Explore use of Intelligent Transportation System infrastructure along State roadways including SR-247/62 in order to support traffic monitoring and management systems such as Closed Circuit Television, CMS, adaptive traffic control, and emergency vehicle preemption.
9. There is a tendency to think primarily of the southbound drivers from the High Desert when it comes to alternate routing, because of the sense of isolation from the Southern California region. But an equivalent amount of traffic goes northbound. For drivers in the Los Angeles (LA) Basin seeking to continue on I-15 north toward the Victor Valley and beyond, the mountain roads are not particularly good choices, but they may still be the best for certain destinations. Longer distance drivers that would have used I-40 may instead divert to I-10 toward Phoenix. Unfortunately, alternate routes from the LA basin to the City of Las Vegas via I-15 are very limited, and mapping apps can be immensely helpful if information on Cajon Pass closures is available early enough before approaching the Pass.
10. Regarding mapping apps, agencies should develop relationships with real-time traffic mapping providers wherein for major incidents they can be notified by CHP or Caltrans to designate Cajon Pass closure locations in real time. This will increase the share of accurate re-routings provided to drivers that would have otherwise been using the Cajon Pass.
11. Support agency integration into the Joint Information System (JIS) structure. The JIS includes the TENS, the San Bernardino Ready App, and activation protocols for the JIC, which is coordinated by OES.
12. Given the success with sharing incident information with the media through “X,” agencies may also want to consider establishing relationships with trucking companies for CHP to share incident information on “X.” Other traditional methods such as radio and television will be important as well. A key focus will be supporting trucking companies in disseminating this information to their drivers in a timely way since some of the routes are not well-suited to large volumes of heavy-duty truck travel.
  - a. Identify and socialize the AM radio stations that have information for any residents stranded on these roadways.
  - b. Utilize the Telephone Emergency Notification System (TENS) by using a geo-fence to send Wireless Emergency Alerts to all affected cell phones.

13. For longer term incidents, deploy portable CMS at strategic locations in advance of key alternate route exit points to advise of incident locations.
14. For ultra-long closures of I-15 (such as might be caused by an earthquake on the San Andreas Fault, which bisects the Cajon Pass), coordinate information dissemination not only with adjacent regions but adjacent states. A key part of the strategy will be to support interagency coordination in the form of resource allocation, communications protocols, command structures, and traffic management.
15. For non-critical, localized events:
  - a. Assess opportunities for vehicle turnarounds and parallel bypass routes that do not exist today. For example, reconnecting Cajon Boulevard between SR-138 and the ramps at Cajon Boulevard and I-15 to the south could play a critical future role to relieve congestion in the event of I-15 closures. While this would be a challenging project, the closure of this gap in Cajon Boulevard could greatly assist traffic management on major incidents south of SR-138.
  - b. Assess the feasibility of implementing measures such as dynamic medians, dynamic shoulders, and contraflow lanes (i.e. safely allow flows of southbound traffic in the northbound lanes, and vice versa), in extreme, long-term cases. A dynamic median was activated several years ago with the loss of a bridge on I-10 east of the Coachella Valley.
16. Establish direct notification channels with major freight and logistics partners (dispatch centers, industry associations)
17. Identify and prioritize infrastructure reinforcements: shoulders, turn lanes, pullouts for enforcement or disabled vehicles.
18. Conduct tabletop exercises with Caltrans, County Fire, OES and DPW, and CHP focused on contraflow or one-way routing scenarios.

It should be noted that many of these strategies apply not only to the Cajon Pass but also to other major routes that can be impacted by major incidents. For any of these events, there can be a major economic impact: for commuters struggling to access their employment sites, for truckers delivering time-sensitive goods, and for carrying on commerce in general. Investing in the improvement of some strategic locations can help to lessen that impact. Furthermore, coordinating these improvements with ongoing or planned projects will be important. However, as noted previously, there is no set of alternate routes that can fully replace the Cajon Pass.

### Next Steps

This summary is being disseminated to provide the highlights of what has been learned in the Emergency Bypass Study thus far. The bullets below indicate where the study stands and what can be expected as it moves forward. The project must be completed by June 2026.

- **Part 1 - Emergency Bypass Strategy**
  - Identify key routes for study (complete)
  - Assess/model traffic data (analysis of existing conditions complete; also modeling future conditions)
  - Evaluate operational impact, overall strategy, and potential solutions (in review)
  - Develop set of improvements and actions (in progress)
  - Draft/final report (in progress)

- **Part 2 - Feasibility Study**

- Develop concepts and planning-level cost estimates for improvements to selected bottlenecks and key alternate routes
- Assess feasibility of and bundle improvements
- Develop phasing and implementation plan
- (Optional) – Identify data gaps for emergency response services
- (Optional) – Determine appropriate opportunities to support data gathering efforts
- (Optional) – Facilitate meetings with emergency response services to improve off-system resiliency efforts to support evacuation, response and recovery efforts
- Draft/final study

## ***Minute Action***

AGENDA ITEM: 7

***Date:*** June 20, 2025

***Subject:***

Measure I - Toolkit

***Recommendation:***

Receive information regarding the Measure I Toolkit.

***Background:***

Measure I, the half-cent sales tax in the County of San Bernardino, has been a critical part of the San Bernardino County Transportation Authority's (SBCTA) ability to deliver transportation infrastructure improvements to the businesses, residents, and commuters of our region. As SBCTA enters the 35<sup>th</sup> year of utilizing the resources from the voter-approved Measure I half-cent funding, the agency would like to share the successes of this program with those who have entrusted them as good stewards.

To achieve this goal, an educational program is being rolled out throughout the county to showcase the key accomplishments associated with Measure I. This includes regional capital improvement projects as well as the repair and expansion of local streets and roads. Measure I continues to pay dividends from the voters' investment.

As a part of the educational program, SBCTA is developing a Measure I Communications Toolkit. This initiative aims to empower representatives from the 25 different jurisdictions within the county. To achieve this, SBCTA has created a series of messaging tools to help share a consistent message about Measure I.

- Key messages
- Fact sheets
- Short videos
- Social media content
- Graphics and logos
- Web links

Measure I provides unique benefits to each jurisdiction, but it is also important for the county, as a whole, to continue to share their successes with one another. The goal of the Toolkit is to celebrate all that Measure I has brought to the county and to recognize and publicize the value and powerful impact of this local resource as they look to the next generation of the transportation network.

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

***Reviewed By:***

This item was reviewed by the City/County Managers' Technical Advisory Committee on June 5, 2025 and the Board of Directors Metro Valley Study Session on June 12, 2025.

***Responsible Staff:***

Otis Greer, Director of Legislative and Public Affairs

*Entity: San Bernardino County Transportation Authority*

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## Additional Information

## MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2025

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Daniel Ramos</b> City of Adelanto		X	X*	X	X							
<b>Art Bishop</b> Town of Apple Valley		X	X	X	X							
<b>Timothy R. Silva</b> City of Barstow		X	X	X*	X*							
<b>Rick Herrick</b> City of Big Bear Lake		X										
<b>Josh Pullen</b> City of Hesperia		X	X	X	X							
<b>Janet Jernigan</b> City of Needles		X		X	X							
<b>Dan Mintz</b> City of Twentynine Palms		X	X	X								
<b>Debra Jones</b> City of Victorville		X	X	X	X							
<b>Rick Denison</b> Town of Yucca Valley		X	X	X								
<b>Paul Cook</b> County of San Bernardino		X	X									
<b>Dawn Rowe</b> County of San Bernardino												

Communication: Attendance (Additional Information)

X = Member attended meeting   \* = Alternate member attended meeting   Empty box = Member did not attend meeting   Crossed out box = Not a Committee Member at the time  
Shaded box = No meeting



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

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
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
SRTP	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 <sup>st</sup> 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