

AGENDA
Mountain/Desert Policy Committee

September 19, 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

Art Bishop, Council Member
Town of Apple Valley

Josh Pullen, Council Member
City of Hesperia

Debra Jones, Council Member
City of Victorville

Vice Chair

Timothy Silva, Mayor
City of Barstow

Janet Jernigan, Mayor
City of Needles

Rick Denison, Council Member
Town of Yucca Valley

Daniel Ramos, Mayor Pro Tem
City of Adelanto

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

Paul Cook, Supervisor
County of San Bernardino

Rick Herrick, Council Member
City of Big Bear Lake

Dawn Rowe, Supervisor
County of San Bernardino

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

AGENDA

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**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 Art Bishop)

- 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 - Project Delivery

2. State Route 62 Sage Avenue to Airway Avenue, Cooperative Agreements with Caltrans and the Town of Yucca Valley and Award Professional Services Contract

Pg. 10

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

A. Approve Amendment No. 1 to Cooperative Agreement No. 25-1003191 with the Town of Yucca Valley for the Project Initiation Document (PID) and Project Approval/Environmental Document (PA/ED) phases of the State Route 62 (SR 62) Sage Avenue to Airway Avenue project (Project) and increase the Measure I contribution by \$422,930 for a total Measure I contribution of \$2,422,930.

B. Award Professional Services Contract No. 25-1003264 to Wood Rodgers Inc., in a not-to-exceed amount of \$2,002,664, with a term through December 31, 2028, for professional engineering and environmental services for the PID and PA/ED phases of the Project.

C. Approve a contingency amount of \$200,266, for Contract No. 25-1003264, which would be released by the Department Director as necessary in compliance with SBCTA Contracting and Procurement Policy No. 11000.

D. Authorize the Executive Director, or her designee, to execute Cooperative Agreement No. 25-003339 with the California Department of Transportation (Caltrans) for the PID phase of the Project with a not-to-exceed amount of \$180,000 for Caltrans oversight reviews, subject to SBCTA General Counsel approval as to form.

Presenter: Paul Melocoton

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, the draft amendment, and the draft contract.

Discussion - Transportation Programming and Fund Administration

3. Amendment No. 3 to Rimrock Road Rehabilitation Project Funding Agreement 19-1002193

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

A. Allocate an additional \$2,915,274 in Measure I North Desert Major Local Highway Program (MLHP) funds to the City of Barstow for the Rimrock Road Rehabilitation Project.

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Agenda Item 3 (cont.)

B. Approve Amendment No. 3 to Funding Agreement No. 19-1002193 with the City of Barstow for the Rimrock Road Rehabilitation Project, increasing the Measure I North Desert MLHP funds by \$2,915,274 for a total of \$3,664,274, extending the termination date through the anticipated project close-out date of June 30, 2027, and expanding the limits of the Project to include road rehabilitation along Agarita Avenue from Cypress Drive to Interstate 15.

Presenter: Ryan Graham

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

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

Acronym List

Mission Statement

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The next Mountain/Desert Policy Committee meeting is scheduled for October 17, 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 and the office is located at 1170 W. 3rd Street, 2nd 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. La oficina se encuentra en 1170 W. 3rd Street, 2nd 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/ at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address. Agendas are also posted at 1170 W. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

Agenda Actions – Items listed on both the “Consent Calendar” and “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken 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, 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: September 19, 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 |
|----------|--------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 | 25-1003264 | Wood Rodgers, Inc. <i>Jason Lemons – Project Manager</i> | ICF Jones and Stokes Fehr and Peers Psomas Earth Mechanics, Inc. Monument Stratus Engineering Bargas Environmental Iteris Reddy Engineering |

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:

Ryan Graham, Director of Fund Administration

Approved
Mountain-Desert Committee
Date: September 19, 2025

Witnessed By:

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

Minute Action

AGENDA ITEM: 2

Date: September 19, 2025

Subject:

State Route 62 Sage Avenue to Airway Avenue, Cooperative Agreements with Caltrans and the Town of Yucca Valley and Award Professional Services Contract

Recommendation:

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

A. Approve Amendment No. 1 to Cooperative Agreement No. 25-1003191 with the Town of Yucca Valley for the Project Initiation Document (PID) and Project Approval/Environmental Document (PA/ED) phases of the State Route 62 (SR 62) Sage Avenue to Airway Avenue project (Project) and increase the Measure I contribution by \$422,930 for a total Measure I contribution of \$2,422,930.

B. Award Professional Services Contract No. 25-1003264 to Wood Rodgers Inc., in a not-to-exceed amount of \$2,002,664, with a term through December 31, 2028, for professional engineering and environmental services for the PID and PA/ED phases of the Project.

C. Approve a contingency amount of \$200,266, for Contract No. 25-1003264, which would be released by the Department Director as necessary in compliance with SBCTA Contracting and Procurement Policy No. 11000.

D. Authorize the Executive Director, or her designee, to execute Cooperative Agreement No. 25-003339 with the California Department of Transportation (Caltrans) for the PID phase of the Project with a not-to-exceed amount of \$180,000 for Caltrans oversight reviews, subject to SBCTA General Counsel approval as to form.

Background:

The State Route 62 (SR 62) project (Project) from Sage Avenue to Airway Avenue is located in the Town of Yucca Valley (Town). This Project aims to alleviate ongoing congestion caused by operational deficiencies along a segment of SR 62 that stretches approximately three-quarters of a mile through the Town's commercial area. The proposed concept includes adding an outside channelization lane in both directions and improving four existing intersections.

On December 4, 2024, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Cooperative Agreement No. 25-1003191 with the Town for the development of the Project in the Project Initiation Document (PID) and Project Approval and Environmental Document (PA/ED) phases. Under the cooperative agreement, SBCTA agreed to lead the Project for both phases.

On May 7, 2025, the SBCTA Board approved the release of Request for Proposals (RFP) No. 25-1003264 for professional design and environmental services for the Project. On that same day, RFP 25-1003264 was released with over 1,068 firms or individuals receiving the notification. The Pre-Proposal Conference was held on May 14, 2025, and was attended by 11 firms. The "Q&A" period was open through May 22, 2025. Addendum No. 1 was issued on May 16, 2025, and included the Pre-proposal PowerPoint, sign-in sheets, and responses to

Entity: San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item

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questions received. Addendum No. 2 was issued on May 22, 2025, and included the responses to questions received by the due date and a revised Scope of Work.

On June 5, 2025, SBCTA received four proposals by the date and time specified in the RFP from EXP U.S. Services Inc., Moffatt & Nichol, Sener Engineering and Systems Inc., and Wood Rogers, Inc. A responsiveness review was conducted by the Procurement Analyst and found all four proposals followed the requirements and specifications outlined in the RFP.

The Evaluation Committee, comprised of staff from the Town, Caltrans, and SBCTA, concluded their individual review of the proposals and convened to review, discuss, and score the proposals. The Evaluation Committee members met on June 17, 2025, and discussed each proposal according to the evaluation criteria, including the proposal's strengths and weaknesses. At the completion of discussions, the committee members individually scored the proposals based on the evaluation criteria listed in the RFP.

The firms were ranked in order of technical merit, and a short-list was developed. The firms shortlisted and invited to interviews were: EXP U.S. Services Inc., Moffatt & Nichol, and Wood Rogers, Inc.

On June 25, 2025, all three firms were interviewed. After the interviews, the Evaluation Committee separately scored the interviews. The assigned weights for the technical proposal were 40% and 60% for the interview scores, for a total of 100%.

The Evaluation Committee considered all proposers qualified to perform the work specified in the RFP. The highest-ranked firm, Wood Rodgers, Inc. is being selected for the following reasons: the firm was able to clearly demonstrate a thorough understanding of the scope of work and proposed a solid team and work plan.

As a result of the scoring, the Evaluation Committee recommends that the contract to perform the scope of work as outlined in the RFP No. 25-1003264, be awarded to Wood Rodgers, Inc. The firm ranked first in overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team. Evaluation forms and reference checks are located in the Contract Audit File. Contract No. 25-1003264 is to provide for professional design and environmental services in the PID and PA/ED phases for the Project and will be funded with Measure I Morongo Basin Major Local Highway Program funds per the cooperative agreement with the Town.

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. 25-1003339, SBCTA would be the implementing agency for the Project. Per State policies, Caltrans Independent Quality Assurance (IQA) reviews are to be borne by the project proponent for the PID phase of the project. Cooperative Agreement No. 25-1003191 will have a payable component for Caltrans oversight review of a not-to-exceed amount of \$180,000 which is consistent with past projects. The cooperative agreement with Caltrans is still under review by Caltrans legal counsel. In the interest of keeping the project on schedule, staff is recommending that the Board authorize the Executive Director or her designee to approve the agreement, subject to SBCTA General Counsel approval as to form.

With the negotiated contract amount with Wood Rodgers, Inc., the 10% contingency, the \$180,000 oversight cost by Caltrans for the PID phase of the Project, public outreach and other project-related expenditures, an amendment to Cooperative Agreement No. 25-1003191 with the Town will be required to accommodate the final amount for the PID and PA/ED phases of the San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item

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Project. The increase in the cooperative agreement amount will be funded with Morongo Valley Measure I Major Local Highway Program funds. Staff recommends approval of Amendment No. 1 to Cooperative Agreement No. 25-1003191 to increase Measure I funds by \$422,930 for a new total Measure I contribution of \$2,422,930.

Although not required this fiscal year, as noted in the 2025 Update to the 10-Year Delivery Plan, cash flow borrowing between Measure I Programs may be required in the Morongo Basin Subarea in the near-term if all planned expenditures occur. Any borrowing that occurs will be repaid with interest to the loaning program within five years.

Financial Impact:

This item is consistent with the adopted Budget for Fiscal Year 2025/2026 under Task 0860, Arterial Projects, Sub-Task 0860, SR 62 Sage to Airway, and funded with MSI Morongo Basin Measure I - Major Local Highway and Town of Yucca Valley 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, the draft amendment, and the draft contract.

Responsible Staff:

Paul Melocoton, Project Manager

Approved
Mountain-Desert Committee
Date: September 19, 2025

Witnessed By:

General Contract Information

Contract No: 25-1003191 Amendment No.: 1

Contract Class: Receivable Department: Project Delivery

Customer ID: YV TO Customer Name: Town of Yucca Valley

Description: SR-62 Sage to Airway Cooperative Agreement for PID and PA/ED phases

List Any Accounts Payable Related Contract Nos.: _____

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

Contract Authorization

Board of Directors _____ Date: 10/01/2025 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Local _____ Funding Agreement _____ N/A

Accounts Receivable

| | | | | | |
|-------------------------|-------------|------------------|---------------------------------------------|---------------------|------------|
| Total Contract Funding: | \$ | 200,000.00 | Funding Agreement No: | 25-1003191 | |
| Beginning POP Date: | 12/04/2024 | Ending POP Date: | 12/31/2029 | Final Billing Date: | 04/30/2030 |
| Expiration Date: | 12/31/2029 | Fund Admin: | Yes | | |
| Parent Contract | 25-1003191 | PM Description | SR 62 Sage to Airway Coop with Yucca Valley | | |
| Z-Related Contracts | Z25-1003191 | | | | |

| Fund | Prog | Task | Sub-Task | Revenue | Total Contract Funding: |
|----------|------|------|----------|----------|-------------------------|
| GL: 6010 | 40 | 0820 | 0860 | 42435002 | 200,000.00 |
| GL: | | | | | - |
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| Fund | Prog | Task | Sub-Task | Revenue | Total Contract Funding: |
|------|------|------|----------|---------|-------------------------|
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Paul Melocoton

Project Manager (Print Name)

Kristi L. Harris

Task Manager (Print Name)

Additional Notes: Project cost increase in Amendment 1 is borne 100% MSI (4530)

Attachment: 25-1003191-01 CSS [Revision 1] (11318 : SR 62 PID and PA/ED Contract Award and Cooperative Agreements)

AMENDMENT NO. 1 COOPERATIVE AGREEMENT NO. 25-1003191
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
TOWN OF YUCCA VALLEY
FOR
PROJECT INITIATION DOCUMENT (PID) &
PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED)
PHASES
FOR THE STATE ROUTE 62 FROM SAGE AVENUE TO AIRWAY AVENUE
IMPROVEMENT PROJECT IN THE TOWN OF YUCCA VALLEY

I. PARTIES

- A. This Amendment No. 1 to Cooperative Agreement 25-1003191 (AGREEMENT) is made by and between the San Bernardino County Transportation Authority (SBCTA) and the Town of Yucca Valley (TOWN). SBCTA and TOWN are each a "PARTY" and collectively the "PARTIES" herein.

II. RECITALS

- A. In December 2024, PARTIES entered into AGREEMENT to define roles, responsibilities and funding for improvements for the PID, and PA/ED phases for improvements along State Route 62 between Sage Avenue and Airway Avenue (PROJECT); and
- B. The PROJECT is eligible for the Morongo Basin Major Local Highway Projects Program and is included in the 10-Year Delivery Plan approved by the SBCTA Board of Directors in December 2021; and
- C. PARTIES agreed that SBCTA will provide Project Management services at TOWN's sole responsibility to pay 100% of the actual SBCTA Project Management costs and the PROJECT cost shall be funded with 100% Measure I funds for the PID and PA/ED phases of PROJECT only; and
- D. In May 2025, a Request for Proposals was released soliciting a consultant to perform design and environmental services for PROJECT; and
- E. In June 2025, the evaluation committee recommended selection of a consultant and negotiations for the contract price began right after; and
- F. In July 2025, negotiations concluded, and the agreed to contract price exceeded the estimate used in the cost estimate for AGREEMENT; and
- G. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT.

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

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

“B. To contribute towards PID and PA/ED phases of the PROJECT in an amount not to exceed \$2,422,930 (SBCTA FUNDS) as shown in Attachment A.1. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A.1, but should the total cost of the PID and PA/ED phases exceed the total estimate as shown in Attachment A.1, SBCTA agrees to entertain amendment of the AGREEMENT in good faith in accordance with Section V, Paragraph A, below. However, in no case shall the SBCTA FUNDS exceed \$2,422,930 without a written amendment, signed by both PARTIES, to this AGREEMENT.”

2. Attachment A to the AGREEMENT shall be deleted in its entirety and replaced with Attachment A.1, attached to this Amendment No. 1 and incorporated herein by reference. All references to “Attachment A” in the AGREEMENT shall be replaced with “Attachment A.1”.
3. Except as amended by this Amendment No. 1, all other provisions of the AGREEMENT shall remain in full force and effect and are incorporated herein by this reference.
4. Amendment No. 1 is deemed to be included and made part of the AGREEMENT.
5. The Recitals set forth above are incorporated herein by this reference.
6. Amendment No. 1 is effective upon execution by SBCTA and TOWN.
7. Unless otherwise defined herein, all capitalized terms used in this Amendment No. 1 shall have the same meaning as defined in the AGREEMENT.

-----Signatures on Following Page-----

IN WITNESS WHEREOF, PARTIES have duly executed Amendment No. 1 to Agreement No. 25-1003191 below:

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

TOWN OF YUCCA VALLEY

By: _____
Rick Denison
President, Board of Directors

By: _____
Curtis Yakimow
Town Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Iain MacMillan
Assistant General Counsel

By: _____
Thomas Jex
Town Attorney

Amendment No. 1 to Cooperative Agreement 25-1003191

Attachment A.1

Project Scope¹:

State Route 62 (SR 62) from Sage Avenue to Airway Avenue, widen from four to six lanes and intersection improvements.

Project Cost Estimate and Funding Shares²:

| Phase | TOTAL | SBCTA COST | TOWN COST |
|--------------------------|-------------|-------------|-----------|
| PID & PA/ED | \$2,422,930 | \$2,422,930 | \$0 |
| SBCTA Project Management | \$200,000 | \$0 | \$200,000 |
| TOTAL | \$2,622,930 | \$2,422,930 | \$200,000 |

¹Estimated cost assumes analysis of one build alternative.

²Funding shares in this agreement are only for the PID and PA/ED phases. Funding shares for future phases are subject to Measure I 2010-2040 Strategic Plan Policy 40017/ MDMLH-2 and -7.

Project Milestones:

| Milestone ¹ | Actual (Forecast) |
|------------------------------------------------------------------------------------------------------|----------------------|
| Start of Project Initiation Document (PID) and Project Approval/Environmental Document Phase (PA/ED) | (10/2025) |
| Environmental Approval | (12/2028) |

¹Milestone assumes analysis of one build alternative. Anticipated environmental determination under CEQA is an Initial Study with proposed Mitigated Negative Declaration and under NEPA an Environmental Assessment with proposed Finding of No Significant Impact.

Contract Summary Sheet

2.c

General Contract Information

Contract No: 25-1003264 Amendment No.: _____
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 03099 Vendor Name: Wood Rogers, Inc.
 Description: SR-62 Sage to Airway Ave Design and Environmental Services for the PID and PA/ED phases
 List Any Related Contract Nos.: 25-1003191

| Dollar Amount | | | | | | | |
|------------------------------|---------------------------------------------------------|----|--------------|--------------------------------|--|----|-------------|
| Original Contract | | \$ | 2,002,664.00 | Original Contingency | | \$ | 200,266.0 |
| Prior Amendments | | \$ | - | Prior Amendments | | \$ | - |
| Prior Contingency Released | | \$ | - | Prior Contingency Released (-) | | \$ | - |
| Current Amendment | | \$ | - | Current Amendment | | \$ | - |
| Total/Revised Contract Value | | \$ | 2,002,664.00 | Total Contingency Value | | \$ | 200,266.0 |
| | Total Dollar Authority (Contract Value and Contingency) | | | | | \$ | 2,202,930.0 |

Contract Authorization

Board of Directors Date: 10/01/2025 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? N/A No Budget Adjustment _____
 Local _____ Environmental Design _____ Monthly _____

Accounts Payable

Estimated Start Date: 10/01/2025 Expiration Date: 12/31/2028 Revised Expiration Date: _____

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

| | | | | | | | Total Contract Funding: | | Total Contingency: | |
|------|------|------|----------|--------|---------|----------|-------------------------|----------------------|--------------------|------------|
| Fund | Prog | Task | Sub-Task | Object | Revenue | PA Level | Revenue Code Name | \$ | | \$ |
| GL | 4530 | 40 | 0860 | 0860 | 52001 | 41110000 | 1 | MSI MorongoBasin MLH | 2,002,664.00 | 200,266.00 |
| GL | | | | | | | | 2,002,664.00 | | 200,266.00 |
| GL | | | | | | | | - | | - |
| GL | | | | | | | | - | | - |
| GL | | | | | | | | - | | - |
| GL | | | | | | | | - | | - |
| GL | | | | | | | | - | | - |
| GL | | | | | | | | - | | - |
| GL | | | | | | | | - | | - |
| GL | | | | | | | | - | | - |
| GL | | | | | | | | - | | - |
| GL | | | | | | | | - | | - |

Paul Melocoton

Kristi L. Harris

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: 25-1003264 CSS [Revision 1] (11318 : SR 62 PID and PA/ED Contract Award and Cooperative Agreements)

CONTRACT NO. 25-1003264**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****WOOD RODGERS, INC.****FOR****PROJECT INITIATION DOCUMENT (PID) AND
PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT (PA/ED) FOR
STATE ROUTE (SR) 62 FROM SAGE AVENUE TO AIRWAY AVENUE**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority, ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Wood Rodgers, Inc. ("CONSULTANT") whose address is: 606 E Chapman Ave Ste 200, Orange, CA 92866. 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 Paul Melocoton, 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 December 31, 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 October 1, 2026, and shall be applied each October 1st for the term of the Contract.

- 3.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of \$64,795.27. 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 10th. 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 \$2,002,664.

- 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:

| Name | Job Classification/Function |
|---------------|------------------------------------|
| Jason Lemons | Project Manager |
| Dylan Tran | Deputy Project Manager |
| Glen Parker | QA/QC Manager |
| Melissa Gomez | Roadway Design |
| Jason Pack | Traffic 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 Indemnites 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 Indemnites 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.

| To WOOD RODGERS, INC. | To SBCTA |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| 606 E Chapman Ave Ste 200 | 1170 W. 3rd Street, 2nd Floor |
| Orange, CA 92866 | San Bernardino, CA 92410-1715 |
| Attn: Jason Lemons | Attn: Sal Chavez |
| Email: jlemons@woodrodgers.com | Email: schavez@gosbcta.com |
| cc: Dylan Tran | cc: Procurement Manager |
| Email: dtran@woodrodgers.com | Email: procurement@gosbcta.com |
| Phone: (714) 368-5691 | Phone: (909) 884-8276 |

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.

WOOD RODGERS, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Mark Rayback
President

By: _____
Rick Denison
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Justin Rollman
Chief Financial Advisor

By: _____
Iain MacMillan
Assistant General Counsel

Date _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

Attachment: 25-1003264 - PDF (11318 : SR 62 PID and PA/ED Contract Award and Cooperative Agreements)

ATTACHMENT A - SCOPE OF WORK

RFP No. 25-1003264

State Route 62 from Sage Avenue to Airway Avenue Operational and Channelization 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 State Route 62 (SR 62) Operational and Channelization Project ("PROJECT") which would provide operational and safety improvements along SR-62, between Sage Avenue and Airway Avenue in the Town of Yucca Valley.

SBCTA Sales Tax Measure I fund 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:

- Operational and lane channelization improvements at the following intersections:
 - Sage Avenue
 - Dumosa Avenue
 - SR-62 (Old Woman Springs Road)
 - Airway Avenue
- New traffic signal at Barberry Avenue.
- Signal interconnection from Sage Avenue to Warren Vista Avenue.
- New Right-of-Way including utility relocation.
- Landscaping replacement.

These improvements would accommodate current and future traffic demands, relieve congestion, and will be consistent with the Regional Transportation Plan. The proposed improvements would upgrade safety features.

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, specifications, 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 shall be presented monthly to the PDT meeting. A deliverables matrix shall accompany the schedule. The deliverables matrix shall 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. Prime contract terms and conditions shall be incorporated into the subcontract agreements.
- H. 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 shall be performed in accordance with the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- I. 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.
- J. 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 and one no-build alternative 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 Categorical Exclusion (CE).
- 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.

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, PA/ED (Begin Environmental, Circulate ED, and PA/ED), Design and Construction. An 18-month schedule is anticipated for scoping purposes. 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.

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 with accompanying narrative to explain changes in milestone dates*
- *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/record drawing 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.

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 (2032)
- Design Year (2055) Conditions – No-Build Alternative
- Design Year (2055) Conditions – Build Alternative

Intersections

- Sage Avenue
- Barberry Avenue (New Signal Location)
- Dumosa Avenue
- Old Woman Spring Road
- Airway Avenue
- Warren Vista Drive

Deliverables:

- *Traffic Forecast Volumes*
- *Level of Service*
- *Induced Travel Demand Analysis*

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

CONSULTANT will prepare aerial topographic mapping and utilize available GIS right of way mapping. New aerial mapping, surveys, topographic mapping, or right of way mapping for the PROJECT will be required for this phase of the work. CONSULTANT will obtain CALTRANS Encroachment Permit for general field and non-ground disturbing activities to obtain information for the project, such as field photography, traffic data, etc.

Deliverables:

- *Topographic Mapping*

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. It is assumed that no field surveys will be necessary to locate right of way and centerline.

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

If necessary, CONSULTANT shall identify potential risks to multimodal transportation network due to future climate hazards for incorporation in the project needs evaluation/identification.

Deliverables:

- *Identification and inclusion of the potential risk from climate stressors to include, but not limited to: Sea Level Rise, erosion, change in precipitation, flooding, extreme heat, and wildfires.*

2-150.15 Initial Alternatives Development and Concept Alternative Development

CONSULTANT, in coordination with SBCTA and Caltrans, will identify up to two (2) alternatives for the PSR-PDS. The two (2) alternatives will be agreed upon through a concept screening process. The concept screening process will consist of comparing up to five (5) concepts through various criteria that will be developed and coordinated with CALTRANS and SBCTA. One (1) concept screening workshop will be held to determine the alternatives that will be considered in the PSR-PDS and future phases. Each

alternative studied will go through a constructability review to determine feasibility.

CONSULTANT will prepare layout schematics in strip map format consistent with a Geometric Approval Drawing (GAD). The format will be the backbone for future GAD. 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 and potential sound wall locations may be shown (if applicable).

Deliverables:

- *Concept Screening Matrix with up to two (2) concepts*
- *One (1) concept screening workshop*
- *Layout schematic and typical section sheet (8 total) for the two (2) recommended alternatives.*

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)
- United States Fish and Wildlife Service (if necessary)
- California Department of Fish and Wildlife (if necessary)
- San Bernardino County Transportation Department & Flood Control District
- Town of Yucca Valley

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.

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 any and all 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. CONSULTANT will perform Alternatives Development Workshops that include key functional group leaders and PDT decision makers. There will be three workshops that will serve as a Value Analysis study. The first workshop will generate evaluation criteria that are scored against one another to determine weight. Approximately 2-3 weeks after Workshop 1 will be Workshop 2 that presents draft alternatives for the team to comment and refine. Workshop 3 will have refined alternatives that the team then scores against the criteria developed in Workshop

Deliverables

- *Establish Project Scope, Cost, and Feasibility for Presentation in the PID.*
- *Review and Presumably Prepare a List of Issues*
- *Alternatives Development Workshops*
- *Alternative scoring matrix*

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 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. CONSULTANT will review existing geotechnical maps and reports in order to develop preliminary pavement sections 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*
- *LCCA Assessment*

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

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

Freeway, County, and/or City existing drainage systems and master planned drainage facilities will be reviewed and the impacts of the proposed build alternatives on these facilities will be assessed. Necessary replacements and/or improvements including incorporation of 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:

- *Preliminary Drainage Assessment (not a formal CALTRANS deliverable)*
- *Preliminary cost estimates to affected major drainage facilities*

2-150.15.45 Traffic Capacity Analysis

CONSULTANT will evaluate the project in accordance with CALTRANS Intersection Safety and Operational Process (ISOAP) procedures. CONSULTANT will evaluate intersection variations based on the CALTRANS ISOAP Guide. CONSULTANT will

document evaluation using the ISOAP procedures to identify the preferred intersection design for the build alternatives within the PSR-PDS.

Deliverables:

- *Traffic Capacity Analysis*
- *Intersection Safety and Operational Analysis Process Forms*
- *Sidra and Highway Safety Manual Analysis*

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.

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)

If necessary, CONSULTANT will consider and document methods to reduce GHS and incorporate considerations of future climate conditions. Activities under this task should include evaluation of proposed project potential GHG emissions contribution and methods of reduction, evaluation or potential risk to the transportation system due to project climate stressors, and identification of the potential need for Nature based Solutions/Alternatives for consideration to address potential risk.

Deliverables:

- *Risk evaluation of potential climate stressors to impact transportation system and associated resources.*

- *Identification of potential sources of GHG emissions and strategies for reduction.*

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 alternatives*
- *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 impacts to the build alternatives, right-of-way needs, or PROJECT costs due to the need to incorporate treatment Best Management Practices (BMPs) for compliance with stormwater requirements.

Deliverables:

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

3-160 PERFORM PRELIMINARY ENGINEERING & DRAFT PROJECT REPORT3-160.05 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 right of entry permits required for field work from Caltrans and private properties willing to grant entry, SBCTA will assist in obtaining ROW entry permits when necessary.

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.

Deliverables:

- *Traffic Studies*
 - *Draft/Final Traffic Forecasting and Analysis Assumptions and Methodologies Memorandum*
 - *Draft/Final Traffic Volumes Report*
 - *Draft/Final Traffic Operations Analysis Report*

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/detours plans.

Deliverables:

- *Geometric Plans for Project Build Alternative.*

3-160.10.20 Value Analysis Report

CONSULTANT shall summarize the Value Analysis efforts from the Alternative Development Workshops in the the PID phase into a Value Analysis Report. It is assumed that a formal VA will not be required for this project.

Deliverables:

- *Value Analysis Report*

3-160.10.25 Hydraulics/Hydrology Studies

CONSULTANT shall perform Hydraulics/Hydrology studies to analyze on-site and off-site storm water flows for each of the project build alternatives. CONSULTANT shall identify requirements for hydraulic and storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

Deliverables:

- *Preliminary Drainage Report (Hydrology Report)*
- *Storm Water Data Report-PA/ED*

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-build plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

- *ROW Data Sheets*

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

CONSULTANT shall also perform a Smart Corridor Study and recommend Smart Corridor elements and technology to be considered during final design. Smart Corridor elements can include, but are not limited to Active Traffic Management Systems, Transit Integration, and Safety Enhancements for pedestrians and non-motorized users. CONSULTANT shall ensure that the project is consistent with SBCTA's Smart Corridor plan and policies.

Deliverables:

- *Draft / Final Multi-Modal Study*
- *Draft / Final Smart Corridor Study*

3-160.10.80 Geotechnical Studies

CONSULTANT shall prepare a Preliminary Geotechnical Design Report (PGDR), and Preliminary Materials Report (PMR). The PGDR will include topography, geology and identification of potential geologic hazards, liquefaction potential and general mitigation measures with respect to geologic and seismic hazards for input to the environmental document. The evaluation will be based on a review of existing subsurface data and will not include field investigations, borings or laboratory testing. 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.

Deliverables:

- *Preliminary Geotechnical Design Report*
- *Preliminary Materials Report*

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 Alternatives 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 any right of entry permits 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.

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

If necessary, CONSULTANT shall perform activities related to socioeconomic, land use, and growth impact technical studies for use in the environmental document and prepare a technical report documenting study results.

Deliverables:

- *Community Impact Analysis Report*

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 Memorandum*

3-165.10.25 Noise Study

If necessary, 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).

Based on a preliminary review of the alignment, noise impacts are not predicted, therefore, a Noise Abatement Decision Report (NADR) will not be required.

Deliverables:

- *Draft / Final Noise Study Report*

3-165.10.30 Air Quality Study

CONSULTANT shall prepare an Air Quality Study Report. The report will provide the following discussion and analyses:

- Regulatory Setting and Existing Conditions.
- Exemption from Regional Conformity.
- Project-Level Conformity
 - Localized Carbon Monoxide Hot Spot Analysis
 - Localized PM2.5/PM10 Hot Spot Analysis
- 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 this scope of work was prepared (July 5, 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, CONSULTANT will not be responsible if the Southern California Association of Government's (SCAG) Transportation Conformity Working Group (TCWG) is unable to provide a determination for the project and/or if conformity cannot be demonstrated for the project.

Deliverables:

- Draft / Final Air Quality Study Report
- Draft / Final Air Quality Conformity Analysis Report and Checklist

3-165.10.35 Water Quality Studies

A Scoping Questionnaire for Water Quality Issues (SQWQI) will be prepared for the proposed project using the current SQWQI template available on the Caltrans SER. As required, this will address existing conditions, project description and impacts, and construction (temporary) impacts. It is assumed that the SQWQI will be sufficient, and a full Water Quality Assessment Report will not be required.

Deliverables:

- Draft/Final Scoping Questionnaire for Water Quality Issues (SQWQI)

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. If a different version of EMFAC is required to be used for the analysis then this would be considered out of scope.

- Mitigation Measures. Measures to reduce energy consumption during project construction and operations will be identified, if necessary.

.Deliverables:

- *Draft/Final Energy Study Report.*

3-165.10.60 Location Hydraulic and Floodplain Study Report

CONSULTANT will perform all activities related to preparing a Location Hydraulic Study, including structures hydraulics, for use in the environmental document and Draft Project Report and a Flood Plain Study for use in the Environmental Document; prepare a technical report or reports documenting study results.

Deliverables

- *Location Hydraulic Study*
- *Floodplain Study Report*
- *Technical Report Abstract for Use in Environmental Document Text*

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
- Paleontological resource assessment
- Field survey
- Preparation of technical report(s)

Based on preliminary review, a Paleontological Mitigation Plan (PMP) will 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 / Final Combined Paleontological Identification Report (PIR) and Paleontological Evaluation Report (PER)*
- *Draft / Final Paleontological Mitigation Plan (PMP)*

3-165.10.75 Environmental Commitments Record (ECR)

CONSULTANT will prepare the ECR for inclusion as an attachment to the environmental document.

Deliverables

- *Draft and Final ECR (included in environmental document and reviewed as part of that document; no separate submittal is assumed or included)*

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.

Deliverables:

- *Draft / Final Initial Site Assessment Report*

3-160.10.85 Hazardous Waste Preliminary Site Investigations

CONSULTANT shall perform an Aerially Deposited Lead (ADL) Survey. A report shall be prepared to transmit the field observations, laboratory data, data evaluation and statistics, and conclusions. The report will include diagrams of sample locations and laboratory results presented in tabular format. CONSULTANT will input the analytical data into a Caltrans format MS Access database and provide an electronic copy to the Client. A professional geologist (PG) will review/sign the investigation report. Hard copies and or an electronic (.pdf file) of the final report will be submitted after the Client provides written draft report review comments.

Deliverables:

- *Draft / Final Aerial Deposited Lead Survey*
-

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 CEQA document, consistent with the annotated outline that is available on the Caltrans SER as of the date that this scope of work was prepared (July 5, 2025). This section of the CEQA 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/Final Climate Change Analysis chapter for inclusion in the CEQA 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 with all 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. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

3.165.15.20 Natural Environment Study/ Minimal Impacts

CONSULTANT shall perform a general biological study to identify biological resources that could be affected by the project. CONSULTANT may conduct informal consultation with appropriate regulatory agencies. Discussions and negotiations with external agencies as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

CONSULTANT shall conduct a literature search, perform field surveys, and prepare a Natural Environment Study/Minimal Impacts (NES/MI) report analyzing potential impacts to biological resources. The report will be prepared in accordance with Caltrans SER guidance and will conform to the Caltrans NES/MI annotated outline that is available at the time that this scope of work was prepared (July 5, 2025). A full NES is not assumed or included. The following tasks will be performed during the preparation of the reports:

- Review of Project Information and Applicable Literature
- Field Evaluation for Biological Resource Constraints
- Technical Report Preparation-A draft NES/MI will be developed based on results of the biological surveys and analysis:

CONSULTANT will conduct a literature search, perform a field review, and prepare a Natural Environment Study/Minimal Impacts (NES/MI) report analyzing potential impacts to biological resources. 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), U.S. Fish and Wildlife Service (USFWS), and National Marine Fishery Service (NMFS);

2) Database searches of current versions of the California Natural Diversity Database (CNDDDB), the Online Inventory of the California Native Plant Society (CNPS), and USFWS species occurrence data; and

3) Other available biological studies conducted in the vicinity of the project site.

After reviewing relevant literature and database information, the project area will be evaluated with a thorough field review covering all portions relevant to potential biological resource constraints. The project area is assumed to be the project limits of disturbance (LOD) plus 200 feet. Field notes will be compiled including conditions, visible disturbance factors, species, habitats, and general biological resources observed or detected. The project area will be evaluated regarding the presence, absence, or likelihood of occurrence for all special status species and habitats as well as general biological resources potentially posing a constraint to the project through applicable laws and regulations. A draft NES/MI will be developed based on results of the biological survey methods and results.

As part of the field review, Joshua trees will be mapped within 50 feet of the project limits of disturbance. ICF will conduct census survey for all Joshua trees including sprouts within the LOD and 50-foot buffer. The surveys will utilize the CDFW census data sheet and include sub-meter GPS location data, size class, actual size, health characteristics, and general tree information. A photolog containing each tree within the LOD and 50-foot buffer will be completed along with a map figure showing all three locations. The information developed in the survey will inform impacts to Joshua trees within the NES/MI and will be used for PS&E phase permitting, if needed, which is not included in this scope of work. With direction from SBCTA, ICF will request information from CDFW on whether impacted ornamental Joshua trees are protected.

It is assumed that no special status species will have the potential to be present. It is further assumed that no focused species surveys will be required for any species including Crotch's bumble bee, burrowing owl, and special status plants. In addition, it is assume that no Section 7 consultation will be required and that no Incidental take permit (Section 2081) or aquatic permits will be required.

Deliverables:

- *Draft / Final Natural Environment/Minimal Impacts Study Report*

3-165.15.99 Jurisdictional Delineation

If necessary, 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 & 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/MI. 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 any right of entry 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.

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.

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 Historic Property Survey Report*

3-165.25 Draft Environmental Document

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

If necessary, CONSULTANT will perform all activities related to preparing a Section 4(f)/6(f) property evaluation, as appropriate.

Deliverables

- *Section 4(f)/6(f) property Evaluation*
- *Documentation of Coordination, if appropriate*

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*
- *Newspaper notices (ads will be paid directly 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/Mitigated Negative Declaration (IS/MND) and Categorical Exclusion appears to be appropriate for compliance with CEQA and NEPA and those documents are assumed in this scope of work. If an IS/MND and CE are appropriate, CONSULTANT shall prepare a draft Initial Study with Proposed MND following the CEQA Checklist format. CONSULTANT shall prepare a screen check IS/EA for an initial review. Following concurrence on the screen check IS/MND, CONSULTANT shall prepare a draft IS/MND.

CONSULTANT shall prepare a Notice of Completion (NOC) and Environmental Document Transmittal (EDT) and circulate the IS/MND pursuant to SER and the California Office of Planning and Research, State Clearinghouse (Office of Land Use and Climate Innovation) guidelines. The NOC and EDT, along with the draft IS/MND, 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/MND (1) for SBCTA review and then Caltrans review
- Draft IS/MND (2) for SBCTA review and Caltrans review
- Draft IS/MND (3) for SBCTA review and Caltrans review
- Final draft IS/MND for SBCTA review, and Caltrans concurrence
- Up to five hard copies of draft IS/MND for availability locations and public hearing
- Distribution of draft IS/MND 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

It is assumed that no aquatic resources permits (Section 404 permit, Section 401 Water Quality Certification, and Section 1602 Streambed Alteration Agreement) will be required for the project and no permitting related meetings will be required. Therefore, none are assumed or included. 3-170.20 Freeway Agreements (if necessary)

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*

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 and prepare the SWDR according to the latest Caltrans guidelines and procedures.

Deliverables:

- *Draft / Final SWDR – PA/ED*

3-108.10 Final Environmental Document (FED)

CONSULTANT shall update the DED to identify the rationale for selection 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) or Categorical Exclusion (CE) for Caltrans approval.

CONSULTANT will prepare the Notice of Determination (NOD) in compliance with CEQA. It is assumed that CONSULTANT 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).

Based on the environmental technical studies previously discussed a Categorical Exclusion (CE) will be prepared pursuant to NEPA. CONSULTANT will prepare the CE/CE form (NEPA portion only) in compliance with the latest format identified on Caltrans Standard Environmental Reference website for Caltrans approval. As part of the CE a brief (two to three sentence) summary of the findings of each of the technical studies will be included. No separate environmental document is assumed to be prepared to support the CE and none is included in this scope and cost. The Environmental Commitment Record included in the IS/MND will be attached to the CE that documents environmental commitments for the project. The CONSULTANT will also prepare and submit the NEPA CE Checklist.

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

Deliverables:

- *Responses to comments (included in final IS/MND; no separate submittals of the response to comments are assumed)*
- *Draft final IS/MND (1) to SBCTA first and then to Caltrans for review*
- *Draft final IS/MND (2) to SBCTA and Caltrans for review*
- *Final IS/MND to SBCTA and Caltrans for review/concurrence*
- *Draft and Final NOD*
- *Draft and Final NEPA Categorical Exclusion and NEPA Checklist*
- *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 SUMMARY¹****STATE ROUTE 62 SAGE TO AIRWAY PID AND
PA/ED COMBINED COST SUMMARY**

| FIRM | PROJECT TASKS/ROLE | COST |
|---------------------------------|--------------------------------------------------------------------------------------|------------------------|
| <i>Prime Consultant:</i> | | |
| Wood Rodgers | Prime consultant responsible for project management, leading all engineering studies | \$879,244.14 |
| <i>Sub Consultants:</i> | | |
| ICF Jones & Stokes | Lead Environmental Consultant | \$683,435.77 |
| Fehr and Peers | Traffic Studies | \$215,631.71 |
| Psomas | Surveying and Mapping | \$57,366.74 |
| Earth Mechanics, Inc | Geotechnical Studies | \$47,668.78 |
| Stratus Engineering | ISA and ADL Studies | \$31,774.61 |
| Bargas Environmental | Paleontological Studies | \$16,845.65 |
| Monument | Right of Way Data Sheets | \$17,693.97 |
| Iteris | Smart Corridors | \$28,407.98 |
| Reddy Engineering | Landscape Architecture | \$24,594.53 |
| TOTAL COSTS | | \$ 2,002,663.88 |

¹ 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.

Minute Action

AGENDA ITEM: 3

Date: September 19, 2025

Subject:

Amendment No. 3 to Rimrock Road Rehabilitation Project Funding Agreement 19-1002193

Recommendation:

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

A. Allocate an additional \$2,915,274 in Measure I North Desert Major Local Highway Program (MLHP) funds to the City of Barstow for the Rimrock Road Rehabilitation Project.

B. Approve Amendment No. 3 to Funding Agreement No. 19-1002193 with the City of Barstow for the Rimrock Road Rehabilitation Project, increasing the Measure I North Desert MLHP funds by \$2,915,274 for a total of \$3,664,274, extending the termination date through the anticipated project close-out date of June 30, 2027, and expanding the limits of the Project to include road rehabilitation along Agarita Avenue from Cypress Drive to Interstate 15.

Background:

The Measure I Expenditure Plan, as part of the Measure I Ordinance No. 04-01, includes contributions to projects along major streets and highways serving as current or future primary routes of travel within the North Desert Subarea. In April 2009, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) adopted the Measure I 2010-2040 Strategic Plan (Plan) to define the policy framework for the delivery of Measure I programs and projects along with developing candidate project lists, which are completed with the assistance from Subarea jurisdiction representatives. The Plan was subsequently updated in September 2017.

The City of Barstow (City) has identified a need of an additional \$2,915,274 in Measure I North Desert Major Local Highway Program (MLHP) funds for their high-priority project, the Rimrock Road Rehabilitation Project (Project). The Project has experienced delays, but the Environmental Phase is scheduled to be completed in January 2026. The City's request for funding allocation meets the eligibility requirements for the Measure I North Desert MLHP as defined by the North Desert MLHP Measure I 2010-2040 Strategic Plan Policy No. 40017.

The Project was identified for a funding increase in the amount of \$495,000, to a total of \$1,244,000, in the most recent 2025 Update to the 10-Year Delivery Plan approved by the SBCTA Board on February 5, 2025. To maximize the benefits of this Project, the City has requested an expansion of the Project limits to include rehabilitation work along Agarita Avenue from Cypress Drive to Interstate 15. However, with the change in scope and additional cost escalation, the total estimated cost for the Project is \$4,664,274, with \$3,664,274 being Measure I North Desert MLHP funds and \$1,000,000 being unfunded. The City intends to apply for grant opportunities to fully fund the Project. Staff recommends approval of the allocation as sufficient funding capacity exists in the Measure I North Desert MLHP to support the requested amount without affecting other committed projects in the Subarea and without exceeding the City's equitable share of funding. Additionally, to accommodate Project close-out, staff recommends an extension of the contract termination date to June 30, 2027.

Entity: San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item

September 19, 2025

Page 2

Financial Impact:

The adopted Budget for Fiscal Year 2025/2026 includes sufficient Measure I North Desert Major Local Highway Program funds for new and amended agreements to support this allocation in Program 50, Fund Administration.

Reviewed By:

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

Responsible Staff:

Ryan Graham, Director of Fund Administration

Approved
Mountain-Desert Committee
Date: September 19, 2025

Witnessed By:

San Bernardino County Transportation Authority

AMENDMENT NO. 3 TO PROJECT FUNDING AGREEMENT 19-1002193

FOR

RIMROCK ROAD AND AGARITA AVENUE REHABILITATION PROJECT

(CITY OF BARSTOW)

THIS Amendment No. 3 to Project Funding Agreement 19-1002193 is made and entered into by and between the City of Barstow ("CITY") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CITY are each a "Party" and collectively "Parties".

RECITALS

- A. The Parties entered into Project Funding Agreement 19-1002193 ("Agreement") on or about January 14, 2020, to fund the Rimrock Road Rehabilitation Project in the City of Barstow ("PROJECT") with an approved allocation of \$749,000 of Measure I North Desert Subarea Major Local Highway Program ("MLHP") funds; and
- B. Amendment No. 1 to the Agreement, dated December 15, 2021, updated the Project milestone dates in Attachment A and extended the termination date to December 31, 2023; and
- C. Amendment No. 2 to the Agreement, dated December 15, 2023, updated the Project milestone dates in Attachment A and extended the termination date to December 31, 2025; and
- D. CITY wishes to expand the limits of the PROJECT, redefining PROJECT as Rimrock Road and Agarita Avenue Rehabilitation Project, and more accurately described in Attachment A: Description of Project and Milestones; and
- E. CITY has identified a need for an additional \$2,915,274 in reimbursable funding to partially fund the PROJECT; and
- F. CITY has requested updates to Attachment A: Description of Project and Milestones and Attachment B: Summary of Estimated Costs; and
- G. The Project has been delayed, and CITY is requesting to extend the termination date of the Agreement from December 31, 2025, to June 30, 2027, consistent with the updated Project milestones.

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

- 1. Section I, Paragraph 1 is deleted in its entirety and replaced with the following:
 - "1. To reimburse CITY for the actual cost of the PROJECT WORK up to a maximum of \$3,664,274 in MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B.3. SBCTA shall have no further responsibilities to provide any funding for the PROJECT WORK exceeding this amount unless an amendment to this Agreement is approved by the Parties."

2. Section I, Paragraph 2 is deleted in its entirety and replaced with the following:
 - “2. To reimburse CITY within thirty (30) days after CITY submits an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by CITY up to a maximum amount identified in Section I, Paragraph 1 of this Agreement, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.”
3. Section II, Paragraph 2 is deleted in its entirety and replaced with the following:
 - “2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT WORK expenses for an amount not to exceed \$3,664,274 in MLHP funds unless this Agreement is amended in writing to approve increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT WORK by CITY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines.”
4. Section II, Paragraph 4 is deleted in its entirety and replaced with the following:
 - “4. To prepare and submit to SBCTA an electronic copy of signed invoices for reimbursement of eligible PROJECT WORK expenses. Invoices may be submitted to SBCTA as frequently as monthly.”
5. Paragraph 11 of Section II is added as follows:
 - “11. As an eligible PROJECT WORK expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of SBCTA and CITY.”
6. Paragraph 12 of Section II is added as follows:
 - “12. To include in all contracts between CITY and any contractors for the Construction Phase of the PROJECT, the requirement that SBCTA be named as an additional insured under general liability insurance policies maintained by the contractors for the PROJECT.”
7. Section III, Paragraph 8 is deleted in its entirety and replaced with the following:
 - “7. This Agreement will be considered terminated upon reimbursement of eligible costs by SBCTA or June 30, 2027, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5, 6, and 7 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by SBCTA, in its sole discretion, in the event the Project work described in Attachment A.3 has not been initiated by CITY within twelve (12) months of the Effective Date of this Amendment No. 3.”

8. Attachment A to the Agreement is replaced with the Revised Description of Project and Milestones attached as Attachment A.3 to this Amendment No. 3 and incorporated herein. All references to “Attachment A” in the Agreement are hereby replaced with “Attachment A.3”.
9. Attachment B to the Agreement is replaced with the Revised Description of Project and Milestones attached as Attachment B.3 to this Amendment No. 3 and incorporated herein. All references to “Attachment B” in the Agreement are hereby replaced with “Attachment B.3”.
10. Except as amended by this Amendment No. 3, all other terms and conditions of the Agreement, as originally amended by prior amendments, shall remain in full force and effect and are incorporated herein by this reference.
11. The Recitals set forth above are incorporated herein by this reference.
12. This Amendment No. 3 may be signed in counterparts, each of which shall constitute an original, and may be signed and transmitted with electronic signatures which shall be binding on the Party.
13. This Amendment No. 3 shall be effective on the date executed by SBCTA.

-- SIGNATURES ON FOLLOWING PAGE --

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 by their authorized signatories below.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

CITY OF BARSTOW

By: _____
Rick Denison, President
Board of Directors

By: _____
Timothy R. Silva
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Iain MacMillan
SBCTA Assistant General Counsel

By: _____
Matthew Summers
City Attorney

Date: _____

Date: _____

:

ATTEST

By: _____
Andrea Flores
City Clerk

Date: _____

ATTACHMENT A.3

RIMROCK ROAD AND AGARITA AVENUE REHABILITATION PROJECT

Revised Description of Project and Milestones

| Project Title | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Rimrock Road and Agarita Avenue Rehabilitation Project | |
| Location, Project Limits, Description, Scope of Work, Legislative Description | |
| The City of Barstow proposes to remove and replace pavement, or cold plane and overlay pavement, on Rimrock Road from Barstow Road to Avenue H and along Agarita Avenue from Cypress Drive to I-15. The project also includes striping, markings, improvement to drainage along Rimrock Road and Agarita Avenue and the installation of Class IV Bike Lanes along Rimrock Road. | |
| Project Milestone | Proposed |
| Project Study Report Approved | |
| Begin Environmental (PA/ED) Phase | 8/1/2025 |
| Circulate Draft Environmental Document | 10/1/2025 |
| Draft Project Report | 12/31/2025 |
| End Environmental Phase (PA/ED Milestone) | 1/31/2026 |
| Begin Design (PS&E) Phase | 2/5/2026 |
| End Design Phase (Ready to List for Advertisement Milestone) | 5/1/2026 |
| Begin Right of Way Phase | 7/2/2026 |
| End Right of Way Phase (Right of Way Certification Milestone) | 10/12/2026 |
| Begin Construction Phase (Contract Award Milestone) | 3/3/2026 |
| End Construction Phase (Construction Contract Acceptance Milestone) | 7/25/2026 |
| Begin Closeout Phase | 8/4/2026 |
| End Closeout Phase (Closeout Report) | 11/28/2026 |

ATTACHMENT B.3

RIMROCK ROAD AND AGARITA AVENUE REHABILITATION PROJECT

Revised Summary of Estimated Costs

| Phase | Total Cost | SBCTA Funds (1) | CITY Funds | Unfunded (2) |
|--------------------------------------------------|--------------------|--------------------|------------|--------------------|
| Project Approval and Environmental Documentation | \$0 | \$0 | \$0 | \$0 |
| Plans, Specifications, and Estimate | \$100,000 | \$100,000 | \$0 | \$0 |
| Right of Way | \$0 | \$0 | \$0 | \$0 |
| Construction | \$4,564,274 | \$3,564,274 | \$0 | \$1,000,000 |
| TOTAL | \$4,664,274 | \$3,664,274 | \$0 | \$1,000,000 |

Additional Notes:

1. SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I MLHP, State Transportation Improvement Program, Surface Transportation Program, or other funds without necessitating an amendment of this agreement. Funding can be moved between phases without necessitating an amendment of this agreement.
2. City intends to apply for grant opportunities to cover funding gap.

Additional Information

MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2025

| Name | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
|----------------------------------------------|-----|-----|-------|-------|-----|------|------|-----|------|-----|-----|-----|
| Daniel Ramos City of Adelanto | | X | X* | X | X | X* | | | | | | |
| Art Bishop Town of Apple Valley | | X | X | X | X | X | | X | | | | |
| Timothy R. Silva City of Barstow | | X | X | X* | X* | X | | X | | | | |
| Rick Herrick City of Big Bear Lake | | X | | | | X | | | | | | |
| Josh Pullen City of Hesperia | | X | X | X | X | X | | | | | | |
| Janet Jernigan City of Needles | | X | | X | X | X | | X | | | | |
| Dan Mintz City of Twentynine Palms | | X | X | X | | X | | X | | | | |
| Debra Jones City of Victorville | | X | X | X | X | X | | X | | | | |
| Rick Denison Town of Yucca Valley | | X | X | X | | X | | X | | | | |
| Paul Cook County of San Bernardino | | X | X | | | | | | | | | |
| Dawn Rowe 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 st Century |
| TMC | Transportation Management Center |
| TMEE | Traffic Management and Environmental Enhancement |
| TSM | Transportation Systems Management |
| TSSDRA | Transit System Safety, Security and Disaster Response Account |
| USFWS | United States Fish and Wildlife Service |
| VCTC | Ventura County Transportation Commission |
| VVTA | Victor Valley Transit Authority |
| WRCOG | Western Riverside Council of Governments |



MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019