

## AGENDA

### Board of Directors Meeting

**January 4, 2018**

**10:00 a.m.**

#### LOCATION

**San Bernardino County Transportation Authority  
Santa Fe Depot – First Floor Lobby Board Room  
1170 W. 3rd Street, San Bernardino, CA**

#### Board of Directors

**President**

Alan Wapner, Mayor Pro Tem  
*City of Ontario*

**Vice-President**

James Ramos, Supervisor  
*County of San Bernardino*

Rich Kerr, Mayor  
*City of Adelanto*

Curt Emick, Council Member  
*Town of Apple Valley*

Julie McIntyre, Mayor  
*City of Barstow*

Bill Jahn, Mayor  
*City of Big Bear Lake*

Eunice Ulloa, Mayor  
*City of Chino*

Ray Marquez, Mayor  
*City of Chino Hills*

Frank Navarro, Council Member  
*City of Colton*

Acquanetta Warren, Mayor  
*City of Fontana*

Darcy McNaboe, Mayor  
*City of Grand Terrace*

Bill Holland, Mayor Pro Tem  
*City of Hesperia*

Larry McCallon, Mayor  
*City of Highland*

Rhodes “Dusty” Rigsby, Mayor  
*City of Loma Linda*

John Dutrey, Council Member  
*City of Montclair*

Edward Paget, Mayor  
*City of Needles*

L. Dennis Michael, Mayor  
*City of Rancho Cucamonga*

Jon Harrison, Council Member  
*City of Redlands*

Deborah Robertson, Mayor  
*City of Rialto*

R. Carey Davis, Mayor  
*City of San Bernardino*

Joel Klink, Council Member  
*City of Twentynine Palms*

Debbie Stone, Mayor  
*City of Upland*

Jim Kennedy, Council Member  
*City of Victorville*

David Avila, Council Member  
*City of Yucaipa*

Rick Denison, Mayor  
*Town of Yucca Valley*

Robert Lovingood, Supervisor  
*County of San Bernardino*

Janice Rutherford, Supervisor  
*County of San Bernardino*

Curt Hagman, Supervisor  
*County of San Bernardino*

Josie Gonzales, Supervisor  
*County of San Bernardino*

John Bulinski, Caltrans  
*Ex-Officio Member*

Ray Wolfe, *Executive Director*

Eileen Teichert, *General Counsel*

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

**AGENDA**

**Board of Directors Meeting**

**January 4, 2018  
10:00 a.m.**

**1170 W. 3<sup>rd</sup> Street, 1<sup>st</sup> Floor Lobby Board Room, San Bernardino, CA**

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 Alan Wapner)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements  
Calendar of Events
- iv. Agenda Notices/Modifications

Pg. 16

**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**

Pg. 17

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.**

**CONSENT CALENDAR**

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up immediately following the vote on the Consent Calendar.

**Consent - Administrative Matters**

**2. November 2017 Procurement Report**

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Receive the November 2017 Procurement Report.

**Presenter: Hilda Flores**

**This item was received by the General Policy Committee on December 13, 2017.**

- 3. Policy No. 20600 Funding Indirect Costs and Establishing a Fund Balance Reserve for Capital Costs and Emergencies** Pg. 29
- Approve Policy No. 20600 on Funding Indirect Costs and Establishing Fund Balance Reserves for capital costs and emergency purposes.  
**Presenter: Hilda Flores**
- This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 13, 2017.**
- 4. Measure I Revenue Estimate for Fiscal Year 2018/2019 Allocation Planning** Pg. 34
- Approve Measure I 2010-2040 revenue estimate of \$162.8 million for Fiscal Year 2018/2019 and the revenue distribution by subarea in Table 2 for purposes of allocation planning for Fiscal Year 2018/2019.  
**Presenter: Hilda Flores**
- This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 13, 2017.**
- 5. Fiscal Year 2018/2019 Budget Schedule** Pg. 37
- Approve the Fiscal Year 2018/2019 Budget Schedule.  
**Presenter: Hilda Flores**
- This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 13, 2017.**
- 6. New Contract Award Practice for State or Federally Funded Projects going through Caltrans Local Assistance** Pg. 39
- That the Board, acting as the San Bernardino County Transportation Authority:
- Approve a new practice using the language below when taking a Caltrans Local Assistance Federal and/or State funded Architectural & Engineering (A&E) contract to Board:
- “The Board acting as the San Bernardino County Transportation Authority (SBCTA) authorizes the Executive Director to award and execute Contract No. ##-##### with *ABC Firm* with a not-to-exceed amount of \$#,###,### for *Sample Project* concurrence or acceptance by Caltrans as required by the Caltrans Local Assistance Procedure Manual, and Caltrans’ approval of Exhibit 10-C, Consultant Contract Reviewer Checklist.”
- Once both the Caltrans Local Assistance Procedure Manual requirements are met and Exhibit 10-C is approved by Caltrans, the Executive Director will execute an Award Memo to award the contract to the A&E Consultant, and after the Consultant executes the contract, the Executive Director will execute the contract on behalf of SBCTA.  
**Presenter: Hilda Flores**
- This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft memo.**
- 7. Fiscal Year 2017/2018 Work Goals and Objectives - Second Quarter Report** Pg. 43
- Receive update on the Fiscal Year 2017/2018 Work Goals and Objectives.  
**Presenter: Raymond Wolfe**
- This item was received by the General Policy Committee on December 13, 2017.**

## **Consent - Project Delivery**

- 8. US-395 Phase I Right-of-Way Agreement with the City of Adelanto** Pg. 44
- That the Board, acting as the San Bernardino County Transportation Authority:
- Approve Cooperative Agreement No. 17-1001596 with the City of Adelanto (Adelanto) regarding roles and responsibilities of each agency for the Plans, Specifications and Estimate (PS&E), Right-of-Way (ROW), Construction, and Project Close Out Phases of the portion of the US 395 Phase 1 Project located within Adelanto’s jurisdictional boundaries.
- Presenter: Paula Beauchamp**
- This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on December 15, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item and the agreement.**
- 9. Consultant Conflict of Interest Policy for Design-Build Projects** Pg. 52
- That the Board, acting in its capacity as the San Bernardino County Transportation Authority:
- Approve new Policy No. 30102, Consultant Conflict of Interest Policy for Design-Build Projects. **Presenter: Paula Beauchamp**
- This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft policy.**
- 10. I-10 Corridor Contract 1 Amendments for Combining State SHOPP Improvements** Pg. 60
- That the Board, acting as the San Bernardino County Transportation Authority:
- A. Approve Amendment No. 1 to Cooperative Agreement No. 17-1001736 (Caltrans 08-1645 A/1) with Caltrans, substantially in the form attached provided the final agreement is approved as to form by SBCTA General Counsel, to define and add betterments and the associated State Highway Operations and Protection Program (SHOPP) funding in the amount of \$100,033,440 for the Interstate 10 (I-10) Corridor Contract 1 Express Lanes Project.
- B. Approve Amendment No. 1 to Cooperative Agreement No. 17-1001590 with Caltrans, substantially in the form attached provided the final agreement is approved as to form by SBCTA General Counsel, for the Preliminary Engineering (PE) phase and procurement activities for the I-10 Corridor Contract 1 Project to complete the additional activities related to the added betterments.
- C. Authorizes the Executive Director to award and execute Amendment No. 2 to Contract No. 16-1001530 with HNTB Corporation, for Project and Construction Management (PCM) services for the I-10 Contract 1 Project in an amendment amount not-to-exceed \$8 million to complete added PE and Design-Build (DB) related work activities related to the added betterments, and a total contract amount not-to-exceed \$48 million, after concurrence or acceptance by Caltrans as required by the Caltrans Local Assistance Procedure Manual, and Caltrans’ approval of Exhibit 10-C, Consultant Contract Reviewer Checklist.
- Presenter: Paula Beauchamp**
- This item was reviewed and recommended for approval (16-1-0; Opposed: Rutherford) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendments.**

## 11. Interstate 10 Corridor Contract 1 Operating Agreements

Pg. 90

That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve Cooperative Agreement No. 18-1001830 with the California Department of Transportation (Caltrans), substantially in the form attached provided the final agreement is approved as to form by SBCTA General Counsel, for the Toll Facility Agreement (TFA) for the Interstate 10 (I-10) Corridor Contract 1 Express Lanes Project, which designates the San Bernardino County Transportation Authority (SBCTA) as the operating agency for the express lanes project.

B. Approve Memorandum of Understanding (MOU) No. 18-1001831 with Caltrans, substantially in the form attached provided the final agreement is approved as to form by SBCTA General Counsel, for Project Fiber Optic Infrastructure Sharing Agreement for the I-10 Corridor Contract 1 Express Lanes Project, which allows both SBCTA and the State to maximize the shared beneficial use of the communications infrastructure system for the project.

C. Approve Cooperative Agreement No. 18-1001833 with Caltrans, substantially in the form attached provided the final agreement is approved as to form by SBCTA General Counsel, for the Traffic Operations Agreement and use of the District 8 Transportation Management Center (TMC) for the I-10 Corridor Contract 1 Express Lanes Project, which provides SBCTA an operations facility for the project for a not-to exceed cost of \$60,000 per year.

D. Approve Cooperative Agreement No. 18-1001854 with the Transportation Corridor Agencies (TCA) for the provision of toll transaction and violation processing, customer service and account management, and other toll operations related services for Express Lanes within San Bernardino County; waive the five year contract term limit in Policy 11000 for Agreement No. 18-1001854 which remains in effect until terminated; and annually, and as necessary, authorize the Executive Director to approve the TCA contract value which will be based on contract terms and current express lane volume and transactions.

E. Approve MOU No. 18-1001855 with Western Region Toll Operators to facilitate coordination of tolling interoperability, technology, operating policies, customer service and other issues affecting tolling in the Western Region.

**Presenter: Paula Beauchamp**

**This item was reviewed and recommended for approval (15-2-0; Opposed: Rutherford and Hagman) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. Information related to the TCA cooperative agreement referenced in Recommendation D was shared with the I-10 and I-15 Joint Sub-Committee during the June 9, 2016, November 10, 2016, February 9, 2017, and October 12, 2017, meetings. SBCTA General Counsel and Procurement Manager have reviewed this item, the draft MOUs, and draft Agreements.**

## 12. Mount Vernon Avenue Viaduct- AECOM Design Contract Amendment and BNSF Preliminary Engineering Agreement

Pg. 214

That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve the Amended and Restated Agreement (Contract No 16-1001512) with AECOM Technical Services amending the scope of work and cost proposal for support of environmental revalidation, design-build preliminary engineering and right of way services, and increasing the contract amount by \$1,074,300.50 to \$4,178,388.50 for these services for the Mt. Vernon Avenue Viaduct over the BNSF Railway Intermodal Yard Project (Mt. Vernon Viaduct Project).

B. Approve Agreement 17-1001621 with BNSF Railway and the City of San Bernardino for preliminary engineering of railway operational impacts' mitigation and designating project responsibilities for the Mt. Vernon Viaduct Project, which includes payment of an estimated \$500,000 to BNSF for preliminary engineering work and receiving \$3,500,000 from BNSF for an initial contribution towards the project.

C. Approve amendment to the San Bernardino County Transportation Authority (SBCTA) Fiscal Year 2017/2018 Budget to add in \$1,574,300.50 in BNSF funding to Task 0860 Arterial Projects, Sub-task 0827 Mount Vernon Avenue Viaduct, to fund current fiscal year work associated with the agreements in recommendations A and B.

**Presenter: Paula Beauchamp**

**This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreements.**

**13. I-10 Mount Vernon Interchange - Request for Proposals: Environmental, Design and Right of Way Services** Pg. 246

That the Board, acting as the San Bernardino County Transportation Authority:

Authorize release of Request for Proposals No. 18-1001869 for Engineering and Environmental services for the Project Approval and Environmental Document (PA/ED) and Plans, Specifications and Estimates (PS&E) phases for the Interstate 10 (I-10) Mt. Vernon Interchange Project in the City of Colton.

**Presenter: Paula Beauchamp**

**This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item and draft Scope of Work.**

**14. SR-210 Lane Addition and Base Line Interchange - Caltrans PS&E Cooperative Agreement Amendment, AECOM PS&E Amendment, Caltrans Construction Cooperative Agreement, and Construction Management RFP** Pg. 265

That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve Amendment No. 1 to Cooperative Agreement No. 15-1001230 (08-1611 A/1) with the California Department of Transportation (Caltrans) for Plans, Specifications and Estimate (PS&E) Oversight of the State Route 210 (SR-210) Lane Addition and Baseline Interchange (IC) project to add Pavement Rehabilitation Project EA 08-1J060 and \$3,375,000 of State Highway Operations and Protection Program (SHOPP) funds; and

B. Approve Amendment No. 1 to Contract No. 15-1001231 with AECOM for PS&E, Right of Way and Construction Support Design Services for the SR-210 Lane Addition, Pavement Rehabilitation and Baseline IC project and to increase the contract value by \$3,298,940.94 for a new not to exceed amount of \$13,681,417.50, totaling \$14,719,663.00 including contingency; and

C. Approve Cooperative Agreement 17-1001722 (08-1646) with Caltrans for Construction Oversight of the SR-210 Lane Addition, Pavement Rehabilitation and Baseline IC project and to include \$38,746,000 of SHOPP funds for pavement rehabilitation; and

D. Authorize the release of Request for Proposal (RFP) No. 17-1001681 for Construction Management Services for the SR-210 Lane Addition, Pavement Rehabilitation and Baseline IC project; and

E. Approve amendment to the Fiscal Year 2017/2018 budget to add in \$3,298,941 in SHOPP funds for the additional Pavement Rehabilitation work.

**Presenter: Paula Beauchamp**

**This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item, the draft amendments, draft cooperative agreement and draft RFP.**

### **Consent - Regional/Subregional Planning**

#### **15. SBCTA Grant Application Strategy for SB1 Funding**

Pg. 342

That the Board, acting as the San Bernardino County Transportation Authority, review and approve the following:

A. Receive information on the SBCTA Fiscal Year 2017/2018 grant cycle application strategy for Senate Bill 1 (SB1) funding.

B. Authorize the Executive Director to execute SB1 Baseline Agreements, including technical and administrative changes to the project information that may be necessary, in the form approved by General Counsel, for specific projects that could receive funding under the following SB1 grant programs: Local Partnership Program (LPP), Solutions for Congested Corridors Program (SCCP), and Trade Corridor Enhancement Program (TCEP). The specific projects for which authorization is requested include:

- Interstate 10 Corridor Contract 1 Project,
- Redlands Passenger Rail Project (RPRP),
- US 395 Widening Project, and
- West Valley Connector (BRT) Project.

**Presenter: Steve Smith**

**This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017, and approved unanimously by the Mountain/Desert Policy Committee on December 15, 2017.**

### **Consent - Transit**

#### **16. Private Transportation Provider Pilot Program to Ontario International Airport**

Pg. 349

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

A. Authorize staff to develop and implement a Private Transportation Provider Pilot Program providing service between the Ontario International Airport and the Metrolink stations in the Cities of Montclair, Upland, Ontario, and Rancho Cucamonga.

B. Allocate \$426,000 consisting of up to \$400,000 in Valley Local Transportation Funds and an estimated \$26,000 in Valley Measure I Senior and Disabled Transit Program funds.

C. Approve a budget amendment to the Fiscal Year 2017/2018 Budget to add a new Sub-Task to Task No. 0314 Transit Operations in the amount of \$426,000 to be funded with \$400,000 in Valley Local Transportation Funds and \$26,000 in Valley Measure I Senior and Disabled Transit Program funds. **Presenter: Carrie Schindler**

**This item has been reviewed and unanimously recommended for approval by the Transit Committee on December 14, 2017 with a revision to Recommendation A to include the Metrolink station in Upland. SBCTA General Counsel has reviewed this item.**

**17. RPRP Environmental Impact Report - Addendum No. 5**

Pg. 352

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

A. Based upon substantial evidence in this report, Addendum No. 5, and the associated attachments, find that the preparation of Addendum No. 5 to the Redlands Passenger Rail Project Final Environmental Impact Report is appropriate and consistent with the Public Resources Code Section 21166 and California Environmental Quality Act Guidelines 15162 and 15164; and

B. Approve Addendum No. 5 to the Redlands Passenger Rail Project Final Environmental Impact Report dated March 4, 2015; and

C. Approve the refined Project as described in Addendum No. 5.

**Presenter: Carrie Schindler**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on December 14, 2017. SBCTA General Counsel has reviewed this item and Addendum 5.**

**18. West Valley Connector Project Environmental Review Update and Request to Determine Locally Preferred Alternative**

Pg. 355

That the Board, acting in its capacity as the San Bernardino County Transportation Authority, approve the West Valley Connector Project Alternative B, as depicted in Exhibit 1, as the San Bernardino County Transportation Authority Locally Preferred Alternative for the West Valley Connector Project, subject to completion of California Environmental Quality Act/National Environmental Policy Act Review.

**Presenter: Carrie Schindler**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on December 14, 2017.**

**Consent - Council of Governments**

**19. State and Federal Legislative Update**

Pg. 359

Receive and file the December 2017 State and Federal Legislative Update.

**Presenter: Otis Greer**

**This item was received by the General Policy Committee on December 13, 2017.**

**Consent - Transportation Programming and Fund Administration**

**20. Summary of Measure I Capital Improvement Plans of Member Agencies**

Pg. 361

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA), accept the Measure I Summary Report of the Five-Year Capital Improvement Plans for Local Pass-Through Funds for Fiscal Year 2017/2018 through Fiscal Year 2021/2022.

**Presenter: Andrea Zureick**

**This item was received and unanimously recommended for approval by the General Policy Committee on December 13, 2017.**



**21. Fiscal Year 2017/2018 State of Good Repair Program Allocations**

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Allocate \$3,360,533 of State of Good Repair (SGR) Program funds to the following projects:

- i. SBCTA – Santa Fe Depot Structural Rehab & Repair - \$687,300
- ii. Omnitrans – I Street Facility Upgrades - \$1,558,464
- iii. Mountain Transit – Bus Stop Improvements - \$73,623
- iv. Morongo Basin Transit Authority (MBTA) – Facility Lighting Upgrades - \$10,100
- v. MBTA – Bus Stop Upgrades - \$67,436
- vi. MBTA – Security Surveillance Upgrades - \$3,030
- vii. MBTA – Vehicle Rehabilitation - \$23,706
- viii. Victor Valley Transit Authority (VVTA) – Replacement Buses - \$681,847
- ix. City of Needles – Preventative Maintenance - \$7,201
- x. Southern California Regional Rail Authority (SCRRA) – Metrolink Capital Maintenance - \$247,826

B. Approve Resolution No. 18-024 authorizing the SBCTA Executive Director, or his designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2017/2018 SGR funds for the projects listed above, and execute the Certifications and Assurances and other required documents for the SGR Program.

**Presenter: Andrea Zureick**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on December 14, 2017.**

**Consent Calendar Items Pulled for Discussion**

**Items removed from the Consent Calendar shall be taken under this item in the order they were presented on the agenda.**

**DISCUSSION ITEMS**

**Discussion - Administrative Matters**

**22. Board Member Appointments**

A. Note upcoming elections for SCAG Districts 6, 8, and 10 tentatively scheduled on March 7, 2018, immediately following the regularly scheduled San Bernardino County Transportation Authority (SBCTA) Board meeting.

B. Note one vacancy on the SCAG Energy and Environment Committee.

C. Note the vacancy for an Ex-Officio representative on the SR 91 Advisory Committee.

D. Note the vacancy for an alternate member on the Mobile Source Air Pollution Reduction Review Committee.

E. Approve the re-appointment of Supervisor Janice Rutherford to the Sam and Alfreda L. Maloof Foundation for Arts and Crafts for a two year term expiring December 31, 2019.

F. Approve the appointment of Mayor Pro Tem Alan Wapner to the Southern California Regional Rail Authority as a primary voting member.

**Presenter: Vicki Watson**

**This item has not received prior policy committee review.**

**23. Presentation of the Comprehensive Annual Financial Report for Fiscal Year 2016/2017** Pg. 383

Receive San Bernardino County Transportation Authority's (SBCTA) Comprehensive Annual Financial Report (CAFR), Audit of the State Transit Assistance Fund of the County of San Bernardino, Audit of the Local Transportation Fund of the County of San Bernardino, and Single Audit Compliance Report for Fiscal Year 2016/2017.

**Presenter: Hilda Flores**

**This item has not received prior policy committee review. The audit progress, procedures, and deliverables were discussed with the Executive Board on October 4, 2017.**

**Discussion - Transit**

**24. Amendment No. 1 to Cooperative Agreement No. 17-1001587 with the Southern California Regional Rail Authority for the Design and Construction Support for Redlands Passenger Rail Project** Pg. 386

That the Board, acting in its capacity as the San Bernadino County Transportation Authority (SBCTA), authorize the Executive Director or his designee to execute Amendment No. 1 to Cooperative Agreement No. 17-1001587 with the Southern California Regional Rail Authority for the Design and Constrution Support for Redlands Passenger Rail Project, increasing the contract amount by \$6,758,425.00, to be funded with a combination of Measure I Valley Metrolink/Passenger Rail Program and State Transit Assistance – Rail funds, for an estimated amended not-to-exceed amount of \$7,934,875.00.

**Presenter: Carrie Schindler**

**This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel has reviewed this item and draft amendment.**

**Discussion - Council of Governments**

**25. Council of Governments Funding** Pg. 401

That the Board authorize that the San Bernardino Council of Governments add Other Monetary Obligations of \$194,163 to be divided evenly among each agency for the purpose of supporting Council of Government activities.

**Presenter: Duane Baker**

**This item was reviewed by and recommended by the Council of Governments Ad Hoc Committee on December 6, 2017.**

**Public Comment**

**Brief Comments from the General Public**

**Comments from Board Members**

**Brief Comments from Board Members**

**Executive Director's Comments**

**Brief Comments from the Executive Director**

**ADJOURNMENT**

## **Additional Information**

Attendance  
Acronym List

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## **Agency Reports**

Mobile Source Air Pollution Reduction Review Committee Agency Report (No Report this Month)

## **Committee Membership**

Representatives on SCAG Committees  
Appointments to External Agencies  
Committee Membership

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Pg. 413  
Pg. 415

## **Mission Statement**

Mission Statement

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## Meeting Procedures and Rules of Conduct

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

**Accessibility** - The SBCTA meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SBCTA offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.gosbcta.com](http://www.gosbcta.com).

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

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

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

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

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

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

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

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

**Attendance.**

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

**Basic Agenda Item Discussion.**

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

**The Vote as specified in the SANBAG Bylaws.**

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

**Amendment or Substitute Motion.**

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

**Call for the Question.**

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

**The Chair.**

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

**Courtesy and Decorum.**

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

*Adopted By SANBAG Board of Directors January 2008  
Revised March 2014  
Revised May 4, 2016*



# Important Dates to Remember...

## January 2018

<b>Meetings – Scheduled:</b>			
Transit Committee	Jan 11	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session (Cancelled)	Jan 11	9:30 am	SBCTA Lobby, 1 <sup>st</sup> Floor
I-10/I-15 Corridor Joint Sub-Committee (Cancelled)	Jan 11	10:00 am	SBCTA Lobby, 1 <sup>st</sup> Floor
General Policy Committee	Jan 17	9:00 am	SBCTA Lobby, 1 <sup>st</sup> Floor
Mountain/Desert Committee	Jan 19	9:30 am	Mojave Desert AQMD

<b>Other Meetings/Events:</b>			

Communication: Calendar of Events (Announcements)

For additional information, please call SBCTA at (909) 884-8276.



## *Minute Action*

AGENDA ITEM: 1

**Date:** *January 4, 2018*

**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 \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
10	16-1001530	HNTB, Inc. <i>Kevin Haboian</i>	Applied Research Associates, Inc. Environmental Science Associates GCAP Services, Inc. HDR Engineering, Inc. Leighton Consulting, Inc. Overland, Pacific, and Cutler, Inc. Psomas SafeProbe, Inc. Safework, Inc. Utility Specialists California, Inc.
12	16-1001512	AECOM <i>Matt Ulukaya</i> <i>(Mt. Vernon Viaduct)</i>	Betkon Earth Mechanics ICF International Ninyo & Moore
12	17-1001621	BNSF <i>French Thompson</i>	
14	15-1001231	AECOM <i>Jeff Chapman</i> <i>(SR 210 Lane Addition)</i>	Psomas Tatsumi

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

Board of Directors Agenda Item  
January 4, 2018  
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***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:***

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Approved  
Board of Directors  
Date: January 4, 2018  
Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## *Minute Action*

AGENDA ITEM: 2

**Date:** *January 4, 2018*

**Subject:**

November 2017 Procurement Report

**Recommendation:**

Receive the November 2017 Procurement Report.

**Background:**

The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on January 4, 2017. The Board of Directors authorized the Executive Director, or designee, to approve: a) contracts and purchase orders up to \$100,000 and for purchase orders originally \$100,000 or more, increasing the purchase order amount up to 10% of the original purchase order value, not-to-exceed \$25,000; b) amendments with a zero dollar value; c) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; and d) amendments that cumulatively do not exceed 50% of the original contract value or \$100,000, whichever is less and to release Request for Proposal (RFP), Request for Quote (RFQ) and Invitation for Bid (IFB) for proposed contracts from which funding has been approved in the Annual Budget, and which are estimated not-to-exceed \$1,000,000.

The Board of Directors further authorized General Counsel to award and execute legal services contracts up to \$100,000 with outside counsel as needed. A list of all Contracts and Purchase Orders that were executed by the Executive Director and/or General Counsel during the previous month is presented herein as Attachment A, and all RFPs and IFBs are presented in Attachment B.

**Financial Impact:**

This item is consistent with the Fiscal Year 2017/2018 budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

**Reviewed By:**

This item was received by the General Policy Committee on December 13, 2017.

**Responsible Staff:**

Hilda Flores, Chief Financial Officer

Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

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

## Attachment A

### November Contract Actions

#### New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
17-1001767	SBCTA/City of Rialto joint lease of restaurant site, Rialto Station.	City of Rialto and Terrance Harper	\$0.00	SBCTA/City of Rialto Metrolink Station John Longville Depot joint lease of restaurant site.

## Attachment A

### November Amendment Actions

#### Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
93-049 Amendment 5	Amended the agreement regarding the management of non-railroad operating property at the City of Rialto Metrolink Station. Project: Rialto Metrolink Station Agreement.	City of Rialto	Original \$0.00 Amendment 1 \$0.00 Amendment 2 \$0.00 Amendment 3 \$0.00 Amendment 4 \$0.00	\$0.00	\$0.00
17-1001622 Amendment 1	For additional support on our modeling tasks not currently covered in the original scope-of-work. Project: San Bernardino County Transportation Analysis Model Update.	Cambridge Systematics, Inc.	Original \$162,723.00	\$30,000.00	\$192,723.00
N/A	Continued use of communication Services. Project: Outgoing press releases and communications.	Meltwater	Original \$5,000.00	\$5,000.00	\$10,000.00

Attachment: November Procurement Attachment A (4339 : November 2017 Procurement Report)

## Attachment A November Contract Task Order Actions

**Contract Task Order (CTO) Executed:**

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14144 CTO 6 Amendment 1	Archaeological monitor and Native American monitoring services for SR-210 Pepper Interchange Project  Extended cultural monitoring services during construction of the State Route 210	Vandermost Consulting Services	\$3,000,000.00	CTO 1 \$39,155.00 CTO 2 \$57,306.00 CTO 3 \$3,365.20 CTO 4 \$7,925.00 CTO 5 \$6,450.00	Original \$98,650.00 Amendment 1 \$51,600.00  Total \$150,250.00

Attachment: November Procurement Attachment A (4339 : November 2017 Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14003 CTO 11 Amendment 6	Continuation of on-going staff augmentation.	Mott MacDonald	\$20,000,000.00 (Shared with WSP C14086)	CTO 8 \$452,890.01 CTO 10 \$57,938.56 CTO 12A \$261,643.23 CTO 15 \$759,082.47 CTO 17 \$106,450.19 CTO 19 \$498,324.00 CTO 20 \$402,651.00 CTO 22 \$261,139.35 CTO 23 \$1,134.55 CTO 25 \$9,203.97 CTO 26 \$19,853.69 CTO 31 \$124,605.00 CTO 32 \$644,426.00 CTO 35 \$58,613.86 CTO 38 \$133,599.50 CTO 43 \$57,569.00 CTO 44 \$76,892.00 CTO 48 \$45,375.00 CTO 49 \$200,000.00 CTO 50 \$687,030.00 CTO 52 \$34,976.00 CTO 53 \$98,265.00 CTO 54 \$964,905.00 CTO 61 \$71,870.00	Original \$489,822 Amendment 1 \$283,614 Amendment 2 \$0 Amendment 3 \$805,922 Amendment 4 \$1,245,656 Amendment 5 \$0 Amendment 6 \$1,251,709  Total \$4,076,723

Attachment: November Procurement Attachment A (4339 : November 2017 Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14003 CTO 44 Amendment 2	To prepare the contract documents and environmental documents for removal and disposal of the partially dilapidated Zanja Bridge structure; and removal or abandonment (in-place) of the sub structure (or a combination of both).	Mott MacDonald	\$20,000,000.00 (Shared with WSP C14086)	CTO 8 \$452,890.01 CTO 10 \$57,938.56 CTO 11 \$4,076,723.00 CTO 12A \$261,643.23 CTO 15 \$759,082.47 CTO 17 \$106,450.19 CTO 19 \$498,324.00 CTO 20 \$402,651.00 CTO 22 \$261,139.35 CTO 23 \$1,134.55 CTO 25 \$9,203.97 CTO 26 \$19,853.69 CTO 31 \$124,605.00 CTO 32 \$644,426.00 CTO 35 \$58,613.86 CTO 38 \$133,599.50 CTO 43 \$57,569.00 CTO 48 \$45,375.00 CTO 49 \$200,000.00 CTO 50 \$687,030.00 CTO 52 \$34,976.00 CTO 53 \$98,265.00 CTO 54 \$964,905.00 CTO 61 \$71,870.00	Original \$9,032.00 Amendment 1 \$0.00 Amendment 2 \$67,860.00  Total \$76,892.00

Attachment: November Procurement Attachment A (4339 : November 2017 Procurement Report)



Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14003 CTO 61	Complete a 2018 TIRCP Grant Application for the San Bernardino County portion of the Gold Line Phase 2B Project requesting \$30 million. Please note that staff is requesting the approval of this CTO cover the period of performance starting on 11/6/2017 due to the limited time to prepare the application and notice to attend a pre-qualification meeting with the State on 11/8/2017.	Mott MacDonald	\$20,000,000.00 (Shared with WSP C14086)	CTO 8 \$452,890.01 CTO 10 \$57,938.56 CTO 11 \$4,076,723.00 CTO 12A \$261,643.23 CTO 15 \$759,082.47 CTO 17 \$106,450.19 CTO 19 \$498,324.00 CTO 20 \$402,651.00 CTO 22 \$261,139.35 CTO 23 \$1,134.55 CTO 25 \$9,203.97 CTO 26 \$19,853.69 CTO 31 \$124,605.00 CTO 32 \$644,426.00 CTO 35 \$58,613.86 CTO 38 \$133,599.50 CTO 43 \$57,569.00 CTO 44 \$76,892.00 CTO 48 \$45,375.00 CTO 49 \$200,000.00 CTO 50 \$687,030.00 CTO 52 \$34,976.00 CTO 53 \$98,265.00 CTO 54 \$964,905.00	Original \$71,870.00

Attachment: November Procurement Attachment A (4339 : November 2017 Procurement Report)

## Attachment A

### November Purchase Order Actions

**Purchase Orders:**

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4001683	11/09/2017	Southern California Association of Government	City match for the Redlands rail project	\$30,000.00
4001684	11/13/2017	Illuminart	Holiday lights for San Bernardino Regional Energy Partnership program	\$5,328.24
4001691	11/29/2017	Southern California Regional Rail Authority	Replacement of Mount Vernon Avenue Viaduct	\$100,000.00

## Attachment A

### November Purchase Order Amendment Actions

#### Purchase Order Amendments Executed:

Purchase Order No. & Amendment No.	Description of Services and Reason for Amendment	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended PO Total
4001655	Providing additional Audit Services and Sales Transaction Reports	Hinderliter, De Llamas & Associates	\$50,000.00	\$40,000.00	\$90,000.00

## Attachment B

### November RFP's and IFB's

#### Release of RFP's and IFB's

Release Date	RFP/IFB No.	Description of Services	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
11/8/17	RFP18-1001848	Development of a San Bernardino Countywide Zero Emission Vehicle Readiness and Implementation Plan	\$175,000.00	January 2018	SBCOG was awarded a grant from the California Energy Commission to develop a San Bernardino Countywide Zero Emission Vehicle (ZEV) Readiness & Implementation Plan. SBCOG's goal in developing the Plan is to create a roadmap identifying ZEV charging infrastructure deployment.

Attachment: November Procurement Attachment B (4339 : November 2017 Procurement Report)

## ***Minute Action***

AGENDA ITEM: 3

***Date:*** January 4, 2018

***Subject:***

Policy No. 20600 Funding Indirect Costs and Establishing a Fund Balance Reserve for Capital Costs and Emergencies

***Recommendation:***

Approve Policy No. 20600 on Funding Indirect Costs and Establishing Fund Balance Reserves for capital costs and emergency purposes.

***Background:***

During the implementation of the Fiscal Year (FY) 2017/2018 budget, staff identified issues with the current methodology of allocating indirect costs. On October 11, 2017 the Board approved an item directing staff to develop a policy that would change the accounting of indirect costs starting with the FY 2018/2019 budget. Based on that direction, staff is recommending approval of Policy 20600 which delineates how indirect costs will be funded and establishes reserves for general purposes and capital improvements.

The policy establishes a fund to account for the indirect costs and the allocated revenue as well as any fund balance and reserves. The revenue sources necessary to fund indirect costs will be based on the percentage of full time equivalents budgeted for each major program of San Bernardino County Transportation Authority (SBCTA).

The maximum amount to be allocated from Measure I sales tax revenue will be three percent (3%) from the top. This percentage is in addition to the one percent (1%) for administrative costs per Ordinance 04-01. This change will not affect the Senior and Disabled or Local Streets Projects (Pass Through) Programs as their apportioned revenue will continue to be based on the total revenue received.

The maximum amount to be allocated from the Local Transportation Fund (LTF) will be three percent (3%); one percent (1%) will be funded from an allocation for LTF Administration and up to two percent (2%) will be funded from the allocation for LTF Planning.

Policy 20600 also requires adoption of a five-year capital improvement plan as part of the annual budget to identify and plan accordingly for building improvements, maintenance and information technology needs. Furthermore, the policy establishes a fund balance reserve policy for capital costs and general purposes such as emergencies and unexpected costs. The General Purpose Reserve shall be at least \$500,000 and shall not exceed 20% of indirect costs budgeted for the next budgetary fiscal year. A Capital Improvement Reserve will be established for capital costs anticipated in the five-year plan.

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

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The issues identified by SBCTA staff will be corrected with this new policy. The budget starting with FY 2018/2019 will identify the funding sources needed for indirect costs, the allocation will be equitable amongst the funds and programs since the funds benefiting will be impacted, staff will be able to analyze the impact of indirect costs to their overall programs during the fiscal year to control expenses, and a fund balance will be available to pay for unexpected costs or cost increases due to cyclical activities.

It should also be noted that the proposed change to the indirect cost allocation methodology will impact fund sources that have not traditionally contributed to indirect costs of SBCTA because staff has not charged time to these sources. These include the Measure I Valley Arterial Program and Mountain/Desert Major Local Highways Programs and LTF. It is possible that the Measure I Valley Freeway, Interchange, and Rail Programs may also see increased allocations to indirect costs. These are programs that require a more intense level of effort on the part of SBCTA staff as they deal with invoice review, agreement development, and long term planning for program implementation. Therefore staff recommends it is appropriate for these programs to contribute a higher level of support for the operations at SBCTA.

By implementing Policy 20600, SBCTA will improve the way indirect costs are recorded and budgeted, establish and maintain reserves, increase transparency, control expenses, and plan for future costs.

***Financial Impact:***

Policy 20600 will not change the indirect cost allocation methodology for Fiscal Year 2017/2018 budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 13, 2017.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

San Bernardino County Transportation Authority	<b>Policy</b>	<b>20600</b>
Adopted by the Board of Directors 1/4/2018	Revised	
Funding Indirect Costs and Establishing Fund Balance Reserves and a Capital Improvement Plan	Revision No.	0

**Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SBCTA Intranet.**

<b>Table of Contents</b>
<a href="#">Purpose</a>   <a href="#">Definitions</a>   <a href="#">References</a>   <a href="#">Policy</a>   <a href="#">Revision History</a>

**I. PURPOSE**

The purpose of this policy is to define the appropriate charging of indirect costs and the funding sources to be used to cover these costs. This policy also establishes a minimum level of unassigned fund balance designated as a general purpose reserve to meet revenue shortfalls, unanticipated expenditures, economic downturns, or emergencies and establishes an assigned reserve to fund capital improvements necessary for the general operation of San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG). Furthermore, the policy also addresses the circumstances under which the unassigned fund balance can be expended and how it will be replenished if it falls below the established minimum.

**II. DEFINITIONS**

**Capital Improvement Plan:** A five year plan for acquisition, improvement, and renovation of the Santa Fe Depot and other infrastructure, as well as capital items such as equipment, vehicles, and technology items in excess of \$5,000. It excludes any capital improvements already included in other plans such as the 10-Year Delivery Plan. The approved capital items are to be included in the budget for the Indirect Fund. Improvements to the Santa Fe Depot may include items such as structural improvements; replacement of the roof, HVAC system, carpet, tile, communication systems, or alarm systems; and remodels. Information technology improvements may include items such as software, computers, and servers.

**Indirect Costs:** Expenses incurred that are not readily identifiable with a particular project or activity but are necessary to the general operation of SBCTA and SBCOG and necessary for staff to perform daily job duties and functions. Costs may include items such as staffing costs, office equipment, professional services, consulting services, maintenance of office equipment, postage, dues and subscriptions, county fee, auditing and accounting, utilities, training/membership, printing, travel, record/equipment storage, meeting, legal fees, maintenance of motor vehicle, advertising, office expense, bank charges, public information activities, contributions/subsidies, computer hardware/software, building maintenance, building structures, and insurance for property, general, umbrella, crime, public official liability, and cyber.

**Indirect Fund:** A governmental fund that will be used to budget indirect costs and capital improvements necessary for the daily operations of SBCTA and SBCOG and the corresponding revenue allocated to fund those costs.

**III. REFERENCES**

Ordinance 04-01 provides for the renewal of the half-cent (0.5%) sales tax on taxable retail transactions within the County. Ordinance 04-01 expires on March 31, 2040.

Policy No. 20200 - Fund Balance Reporting

Attachment: Indirect Policy (4341 : Policy No. 20600 Funding Indirect Costs)

## IV. POLICY

### A. Indirect Costs and Funding Sources

Indirect costs will be budgeted at whatever is reasonable and necessary for the general operation of SBCTA and SBCOG and will include capital improvements identified in a five year capital improvement plan that will be updated annually during the budget process. The revenue sources necessary to fund indirect costs will be allocated to the Indirect Fund based on the percentage of full time equivalents (FTE) budgeted for each major program of SBCTA.

1. In general, the percentage of FTE related to delivery of the Measure I programs will be used to determine the revenue required from Measure I to fund indirect costs. Up to three percent (3%) of Measure I sales tax revenues will be used to fund these costs. The revenue apportioned to the Senior and Disabled and Local Street Projects (pass through) Programs will continue to be based on the total revenue received. The maximum 3% is in addition to the 1% for administrative costs per Ordinance 04-01.
2. In general, the percentage of FTE related to the general transit, planning, fund administration, and traveler services functions will be used to determine the revenue required from the Local Transportation Fund (LTF) to fund indirect costs. Up to one percent (1%) will be funded from an allocation for LTF Administration and up to two percent (2%) will be funded from the allocation for LTF Planning.
3. In general, the percentage of FTE related to Council of Governments (COG) activities will be used to determine the revenue required from the COG Dues to fund indirect costs.
4. In general, the percentage of FTE related to the Freeway Service Patrol and Call Box System programs will be used to determine the revenue required from the Service Authority for Freeway Emergencies fund to fund indirect costs.
5. SBCTA staff will continue to actively seek other funding sources as appropriate to fund indirect costs. Any other funding sources added to fund indirect costs will also be based on a percentage of FTE.

### B. Capital Improvement Plan

A five year capital improvement plan will be developed and presented annually during the budget process to the Board for consideration. The plan will identify present and future needs requiring capital infrastructure and options for financing the plan. The plan will be prioritized based on projects that have an associated funding source, elimination of health/safety hazards, and projects that will increase efficiency or reduce operations and maintenance costs.

### C. Unassigned Fund Balance –General Purpose Reserve:

An adequate amount of General Purpose Reserve is essential to the financial strength and flexibility of SBCTA. This reserve is intended for unanticipated emergencies and to allow a transition period to fund indirect costs when revenues are reduced due to economic factors or legislation outside of SBCTA's control.

1. When developing the fiscal year budget, SBCTA shall establish an unassigned fund balance designated as General Purpose Reserve for the General Fund targeted at least at \$500,000 but not exceeding 20% of the indirect costs budgeted for that fiscal year. A one-time allocation of revenue can be used to establish the reserve or it shall be built-up with fund balance from the Indirect Fund until the established target is achieved. An increase to fund balance results when revenues allocated to the Indirect Fund exceed expenditures. In the event the budgeted expenditures for the Indirect Fund decline from the previous fiscal year, the reserve shall have no downward adjustments. Any necessary increases to the reserve shall be made annually during the budget process.



- 2. Use of the General Purpose Reserve will be limited to nonrecurring expenditures, debt reduction, one-time capital costs, or emergency situations (such as economic conditions or natural disasters). In the event of a decline in revenue that is used to fund the Indirect Fund, the General Purpose Reserve may be used as a temporary means to fund indirect costs until a corrective action is determined.
- 3. A one-time allocation of revenue can be used to replenish the General Purpose Reserve or it shall be built-up with fund balance from the Indirect Fund.

**D. Assigned Fund Balance – Capital Improvement Reserve**

A Capital Improvement Reserve will be established to cover forecast costs identified in the capital improvement plan. The Chief Financial Officer, as authorized by Policy 20200 – Fund Balance Reporting, will assign fund balance for specific capital improvement projects based on the approved capital improvement plan for those projects that would not normally be feasible without reserving funding over a multiple year period.

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**V. REVISION HISTORY**

Revision No.	Revisions	Adopted
0	Adopted.	1/4/2018

## ***Minute Action***

AGENDA ITEM: 4

***Date:*** January 4, 2018

***Subject:***

Measure I Revenue Estimate for Fiscal Year 2018/2019 Allocation Planning

***Recommendation:***

Approve Measure I 2010-2040 revenue estimate of \$162.8 million for Fiscal Year 2018/2019 and the revenue distribution by subarea in Table 2 for purposes of allocation planning for Fiscal Year 2018/2019.

***Background:***

San Bernardino County Transportation Authority (SBCTA) staff is beginning the allocation planning process for Fiscal Year 2018/2019. The purpose of this process is to provide information to be used by both SBCTA and its member agencies in preparation of their capital budgets.

SBCTA staff must first develop an estimate of Measure I revenue by subarea and program for Fiscal Year (FY) 2018/2019. This agenda item requests approval of a Measure I revenue estimate for budgeting and allocation purposes for the next fiscal year. Staff is estimating a 1.1% increase in Measure I sales tax revenue from prior year budget for an estimate of \$162.8 million for the 2018/2019 budget. The sales tax estimate for FY 2018/2019 is conservative and it takes into account overstatement of sales tax revenue due to certain retailers that appear to be making allocations to SBCTA that exceed what is required by the sales tax statutes. SBCTA staff has requested HDL companies to request the State Board of Equalization (SBE) conduct audits for these entities to determine if sales tax was erroneously reported. SBCTA staff will also budget in FY 2018/2019 for funds that may have to be returned to the SBE.

Distribution of Measure I revenues to subareas for Fiscal Year 2018/2019 is net of the administration fee of 1%. The net amount is allocated to subareas based on percentage of sales tax revenue generated by each area. Then, the amount of each subarea is further allocated based on allocation described in the transportation expenditure plan as shown in Table 1.

**Table 1**

<u>Valley Subarea</u>	
Freeway projects	29%
Freeway interchange projects	11%
Major street projects	20%
Local street projects	20%
Metrolink/rail service	8%
Senior and disabled transit service	8%
Express bus/bus rapid transit service	2%
Traffic management systems	2%
<u>Mountain/Desert Subareas</u>	
Local street projects	68%
Major local highway projects	25%
Senior and disabled transit service	5%
Traffic management systems	2%

The distribution of the estimated 2018/2019 Measure I revenue of \$161.172 million (\$162.8 million less 1% for administration) is provided in Table 2.

**Table 2**  
**Estimate of Measure I Revenue by Subarea**  
**For Fiscal Year 2018/2019**

<b>Subarea</b>	Estimated Revenues (In Thousands)	Percentage of Total Subarea
Cajon Pass *	\$ 4,512,800	2.8%
Valley	131,032,800	81.3%
Victor Valley	16,923,000	10.5%
Colorado River	322,400	0.2%
Morongo Basin	2,256,400	1.4%
Mountain	1,934,100	1.2%
North Desert	4,190,500	2.6%
Total Subarea	<u>\$ 161,172,000</u>	<u>100%</u>

\* Cajon Pass is funded with 3% of Valley and Victor Valley Measure I funds

The numbers in Table 2 represent estimates for apportionment/allocation planning purposes only. Each subarea will receive the actual revenue collected according to the provisions of the Measure I 2010-2040 Expenditure Plan. Current trends indicate slow growth, but may result in actual distributions that are different than displayed in Table 2.

***Financial Impact:***

This item imposes no impact on the Fiscal Year 2017/2018 budget. It will be utilized in the Measure I revenue estimate for the Fiscal Year 2018/2019 budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 13, 2017.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

San Bernardino County Transportation Authority

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Approved  
Board of Directors  
Date: January 4, 2018  
Witnessed By:

San Bernardino County Transportation Authority

## ***Minute Action***

AGENDA ITEM: 5

***Date:*** January 4, 2018

***Subject:***

Fiscal Year 2018/2019 Budget Schedule

***Recommendation:***

Approve the Fiscal Year 2018/2019 Budget Schedule.

***Background:***

The preparation of the Fiscal Year 2018/2019 Budget requires a schedule for development, consideration and adoption of the final budget appropriations. The General Policy Committee is primarily responsible for policy input for the development and review of the budget. Other policy committees are also scheduled to consider proposed tasks under their review.

A full Board of Directors Budget Workshop will be scheduled in conjunction with the May 2018 Board of Directors meeting for consideration of the proposed budget. Final budget adoption for Fiscal Year 2018/2019 is scheduled for the June Board of Directors meeting. The schedule is similar to the prior year.

***Financial Impact:***

This item has no budgetary impact.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 13, 2017.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

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

<u>DATE</u>	<u>ACTIVITY</u>
December 13, 2017	General Policy Committee Review and Discussion of 2018/2019 Budget Schedule
January 4, 2018	Board Approval of 2018/2019 Budget Schedule
February 15, 2018	Metro Valley Study Session General Overview by Region
February 16, 2018	Mountain/Desert Committee General Overview by Region
March 14, 2018	General Policy Committee Review of Tasks
March 14, 2018	Metro Valley Study Session Review of Tasks
March 14, 2018	Transit Committee Review of Tasks
March 16, 2018	Mountain/Desert Committee Review of Tasks
April 11, 2018	General Policy Committee Further Review of Tasks, if Required
April 12, 2018	Metro Valley Study Session Further Review of Tasks, if Required
April 12, 2018	Transit Committee Further Review of Tasks, if Required
April 20, 2018	Mountain/Desert Committee Further Review of Tasks, if Required
May 2, 2018	Budget Presentation and Workshop of the Proposed Budget in Conjunction with Board of Director's Meeting
June 6, 2018	Board of Directors Adoption of the SBCTA Fiscal Year 2018/2019 Budget

## ***Minute Action***

AGENDA ITEM: 6

***Date:*** *January 4, 2018*

***Subject:***

New Contract Award Practice for State or Federally Funded Projects going through Caltrans Local Assistance

***Recommendation:***

That the Board, acting as the San Bernardino County Transportation Authority:

Approve a new practice using the language below when taking a Caltrans Local Assistance Federal and/or State funded Architectural & Engineering (A&E) contract to Board:

“The Board acting as the San Bernardino County Transportation Authority (SBCTA) authorizes the Executive Director to award and execute Contract No. ##-##### with *ABC Firm* with a not-to-exceed amount of \$#,###,### for *Sample Project* concurrence or acceptance by Caltrans as required by the Caltrans Local Assistance Procedure Manual, and Caltrans’ approval of Exhibit 10-C, Consultant Contract Reviewer Checklist.”

Once both the Caltrans Local Assistance Procedure Manual requirements are met and Exhibit 10-C is approved by Caltrans, the Executive Director will execute an Award Memo to award the contract to the A&E Consultant, and after the Consultant executes the contract, the Executive Director will execute the contract on behalf of SBCTA.

***Background:***

In the past few years the Office of Inspector General (OIG) had performed two audits of local agencies’ projects and determined that the Federal Highway Administration (FHWA) and the California Department of Transportation (Caltrans) were not managing risks properly and many local agency projects were found to be noncompliant with federal regulations.

As a result of the deficiencies found in the Federal-Aid Highway Program, FHWA revised Title 23 CFR 172 to update and clarify the procurement, management, and administration of engineering and design related services.

In 2013, Caltrans’ Audits and Investigations (A&I) began new requirements for the audit and review process on A&E contracts that use state or federal funds that go through Caltrans Local Assistance. There are some State funded contracts that do not go through Caltrans Local Assistance based on the specific State fund type and whether the project is on or off system. All Local Assistance proposed A&E contracts and supporting documents are subject to review by A&I. There are different levels of audits and reviews based on a risk-based approach, generally identified by the contract value.

The objective of these audits and reviews is to obtain reasonable assurance that claimed costs are in accordance with the Federal Acquisition Regulation (FAR) cost principles. A&I promises a 30 day review time once SBCTA submits a complete package. A&I will issue a Cognizant Letter of Approval once their audit is complete. This Cognizant Letter is required prior to the contract

*Entity: San Bernardino County Transportation Authority*

being executed. SBCTA's past experience is that it takes, on average, seven to nine months after Board approval to receive the Cognizant Letter. This time is spent gathering data from the Consultant and sub-consultants to complete the Third Party Audit, the Consultant making necessary corrections to the Third Party Audit, submittal to A&I for their review, resolving any discrepancies and finally the 30 day review by A&I.

The newest change, effective October 1, 2017, requires local agencies to submit a completed Exhibit 10-C for new or amended federal and/or state funded Local Assistance A&E contracts to Caltrans for review and acceptance prior to contract award.

Exhibit 10-C has been revised to identify critical elements of the consultant procurement process to increase compliance with Title 23 CFR 172 and Government Code sections 4525-4529.5. However, the new process will create devastating impacts to SBCTA's ability to execute contracts effectively causing delays and having an effect on funding in one of two ways:

1. Project cost increase caused by the project construction being delayed (potentially tens of thousands of dollars per month), or
2. Risking all federal funding by awarding a contract before Exhibit 10-C has been reviewed and accepted by Caltrans.

The new Exhibit 10-C process requires that the document be completed for all new federal and/or state funded contracts as well as federal and/or state funded amendments, including time extensions. Exhibit 10-C must be submitted, reviewed and approved by Caltrans prior to the Board award of a contract or execution of the amendment.

### **Impacts to SBCTA**

According to the revised timelines, projections required to adhere to the new Exhibit 10-C requirement along with completing standard A&I audits require a significant amount of additional time to complete, both by SBCTA and consultants, delaying the execution of contracts by several months and impacting SBCTA's ability to deliver projects in a timely fashion. Prior to the review process of the Exhibit 10-C, SBCTA was able to mitigate delays from the A&I audit by having the Board approve and authorize a purchase order at the same time the contract was awarded, allowing a consultant to begin pre-construction functions such as constructability review, document preparation and permitting submittals using non-federal funds. With the new 10-C document as well as the A&I audit both requiring Caltrans' approval prior to award, SBCTA will no longer be able to engage with a consultant to begin work early.

Assuring that the Exhibit 10-C checklist is fully completed to Caltrans' satisfaction along with performing the A&I audit will result in construction delays since the consultant will be unable to perform any work on the project for a minimum of eleven additional months based on current experience.

### **Staff's Recommendations:**

SBCTA should approve a new practice when taking a Federal A&E contract to Board. For future contracts use the sample language in the recommendation. Once both the audit and Exhibit 10-C are finalized and approved, the Executive Director will execute an Award Memo (see Exhibit A) to award the contract.

The contract will then be routed for signature. This recommended process, would allow SBCTA to award a contract at least 2 months earlier than if the contract had to go through the committee



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and Board process for approval after the Exhibit 10-C acceptance. While this process is significantly less efficient than how SBCTA has been doing business for the past several years, it is the best solution while complying with the new federal requirements.

In addition, to further mitigate project delays, a purchase order can be awarded at the same time as the sample Board language. This needs to be addressed on a case by case basis because of potential risk. There is a risk that the consultant begins work only to have Caltrans reject the Exhibit 10-C and/or require SBCTA to re-release the solicitation. This could cause the consultant to be conflicted out of the new Request for Proposal because of the work they were doing under the purchase order and/or a new firm could be selected and SBCTA would have to pay for the work a second time.

***Financial Impact:***

This item will have no impact on the adopted Fiscal Year 2017/2018 Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft memo.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:



**Date:**

**To:** Raymond W. Wolfe, Ph.D., Executive Director

**From:** Jeffery Hill, Procurement Manager

**CC:**

**Subject:** Award of ABC Firm for Simple Project

**Background: Information Presented to Board**

<Insert information that was provided to the Board>

**Caltrans Concurrence:**

<Insert information related to the audit and Exhibit 10-C>

**Executive Director Action:**

In accordance with the <Board date> SBCTA Board (Attachment B), the Executive Director is authorized to and hereby does award Contract No. ##-##### to ABC Firm in the amount of \$#,###,###, after concurrence or acceptance from Caltrans as required by the Caltrans Local Assistance Procedure Manual and Caltrans' approval of Exhibit 10-C, Consultant Contract Reviewer Checklist.

\_\_\_\_\_  
Raymond W. Wolfe, Ph.D.  
SBCTA Executive Director

\_\_\_\_\_  
Date

Attachment: Exhibit A Award Memo (4357 : New Exhibit 10-C Approval Practice)

## *Minute Action*

AGENDA ITEM: 7

***Date:*** January 4, 2018

***Subject:***

Fiscal Year 2017/2018 Work Goals and Objectives - Second Quarter Report

***Recommendation:***

Receive update on the Fiscal Year 2017/2018 Work Goals and Objectives.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) Fiscal Year 2017/2018 Work Goals and Objectives establish the Board of Directors' priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA's progress in achieving the Board's priorities. This report is a quarterly update on those work goals and objectives.

***Financial Impact:***

This item is consistent with the adopted Fiscal Year 2017/2018 budget.

***Reviewed By:***

This item was received by the General Policy Committee on December 13, 2017.

***Responsible Staff:***

Raymond Wolfe, Executive Director

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Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

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

## *Minute Action*

AGENDA ITEM: 8

**Date:** *January 4, 2018*

**Subject:**

US-395 Phase I Right-of-Way Agreement with the City of Adelanto

**Recommendation:**

That the Board, acting as the San Bernardino County Transportation Authority:

Approve Cooperative Agreement No. 17-1001596 with the City of Adelanto (Adelanto) regarding roles and responsibilities of each agency for the Plans, Specifications and Estimate (PS&E), Right-of-Way (ROW), Construction, and Project Close Out Phases of the portion of the US 395 Phase 1 Project located within Adelanto's jurisdictional boundaries.

**Background:**

The San Bernardino County Transportation Authority (SBCTA), in partnership with the California Department of Transportation (Caltrans), the City of Victorville and the City of Adelanto, is working on the Right-of-Way (ROW) and Final Design phases for the widening of US-395 from State Route 18/Palmdale Road to Chamberlaine Way.

In May 2005, the SBCTA Board of Directors (Board) approved Cooperative Agreement C05019 with Caltrans to perform the Project Approval and Environmental Document (PA&ED) phase of the US-395 project. Caltrans approved the Initial Study with the Mitigated Negative Declaration on December 30, 2009. The project was divided into nine segments to make project funding and delivery more manageable. In June 2013, the Board approved Cooperative Agreement C13147 with Caltrans for the design of Phase I (Segments 5, 6, 7 and 8). Phase I will widen approximately five miles of US-395 to four lanes and add turn lanes between State Route 18 to Chamberlaine Way in the Cities of Victorville and Adelanto.

In March 2015, the Board approved Cooperative Agreement No. 15-1001175 with Caltrans for the US-395 Phase 1 Right of Way (ROW). Under this agreement, SBCTA is the lead for all ROW tasks associated with acquisition and utility relocation, and Caltrans is providing ROW Engineering and will be responsible for issuing the ROW Certification. Caltrans is also providing Independent Quality Assurance (IQA) and technical oversight at no charge to SBCTA. In July 2015, the Board approved award of Contract No. 15-1001188 for ROW Services for the US-395 Phase 1.

Cooperative Agreement No. 17-1001596, between SBCTA and the City of Adelanto (CITY) defines the roles and responsibilities of the parties relative to the Project, addressing betterment, long term property ownership and coordination. There is no cost associated with the agreement.

As the Project progresses, SBCTA will provide the CITY with an opportunity to review and comment on the PS&E, ROW and Construction documents, with the CITY responsible for

*Entity: San Bernardino County Transportation Authority*

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providing comments within two weeks of receipt of the documents. The agreement also addresses any requests made by the CITY for betterments and/or additional work. These requests will require SBCTA analysis for feasibility. If betterments are identified and additional work has been determined acceptable to all parties, a funding source for such work will be identified with betterments and funding acknowledged in a new agreement or an amendment to this agreement prior to the incorporation of the additional work into the Project.

These agreements require that SBCTA provide necessary ROW services to acquire property for the Project through negotiated purchases of property, or if necessary, through eminent domain. Although property acquired for the Project may include some uneconomic remnants or excess parcels, this agreement is intended to address those portions of the right of way that lie under the jurisdiction of the CITY for either transportation and/or utility use. Under this agreement, for property which lies under the jurisdiction of the CITY, voluntary acquisitions will be directly acquired in the name of the appropriate city, Victorville or Adelanto, and for property acquired by eminent domain, the appropriate city will accept title within thirty days of presentation of quitclaim deeds.

Under this agreement the city is responsible for providing permits, inspections, reviews, acceptance of the transfer of title of properties and oversight at no cost to SBCTA or to consultants and contractors contracted by SBCTA, for the work on the Project. In addition, the cities shall assist SBCTA as requested, and when necessary, exercise its rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or rearrange its utility facilities.

Cooperative Agreement 17-1001596 was approved by the Adelanto City Council on December 15, 2017, prior to final approval by the Board.

***Financial Impact:***

This item imposes no impact on the Fiscal Year 2017/2018 budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on December 15, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item and the agreement.

***Responsible Staff:***

Paula Beauchamp, Director of Project Delivery

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Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 17-1001596 Amendment No.: 0 Vendor No.: 00085  
 Vendor/Customer Name: City of Adelanto Sole Source?  Yes  No  
 Description: US 395 Agreement  
 Start Date: 01/04/2018 Expiration Date: 12/31/2019 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: 17-1001597

Dollar Amount			
Original Contract	\$ -	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ -	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ -

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: Approve agreement 17-1001596 with the City of Adelanto

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Andrea Nieto

Attachment: 17-1001596 CSS (4371 : US-395 Phase I Agreement with Adelanto)

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**COOPERATIVE AGREEMENT NO. 17-1001596**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF ADELANTO**

**FOR**

**FOR THE US 395 WIDENING PROJECT IN THE CITIES OF ADELANTO AND VICTORVILLE**

THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority a (“SBCTA”) and the City of ADELANTO (“CITY”), (SBCTA and CITY may be referred to herein as a “Party” and collectively “Parties”).

**WHEREAS**, SBCTA is the lead agency for all phases of a project located in the City of ADELANTO and the City of VICTORVILLE on US 395 to widen the road between SR 18 and Chamberlain Way from one (1) to two (2) lanes each direction, and to install turn lanes and signals at various intersections within the project limits (“PROJECT”); and

**WHEREAS**, the Parties consider the PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of Measure I 2010-2040 Expenditure Plan; and

**WHEREAS**, the PROJECT cost for all phases shall be funded by Federal, State and Victor Valley Measure I Major Local Highway Funds; and

**WHEREAS**, the Parties wish to delineate roles, and responsibilities relative to the Right-of-Way (“ROW”), Construction, and Project Close Out activities of the PROJECT as defined in the Caltrans Project Management Handbook.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises herein, the Parties agree as follows:

**I. SBCTA RESPONSIBILITIES**

SBCTA agrees:

- A. To be lead agency on project management and to diligently undertake and complete all phases of work on the PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of SBCTA’s Director of Project Delivery, or her designee, with input and consultation from CITY.

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- B. To provide all necessary ROW services to acquire right-of-way for the PROJECT through negotiated purchases of property, or if necessary, through eminent domain. Voluntary acquisitions may be acquired in the name of the jurisdiction in which the property lies.
- C. To coordinate with Caltrans for District 8 condemnation evaluation and condemnation panel review meetings related to property acquisitions, if necessary, and to provide all documents necessary for Hearings of Resolutions of Necessity to be conducted before the San Bernardino County Transportation Authority in the event voluntary acquisition is not agreed to after the making of a statutory offer.
- D. To provide services related to utility coordination and relocation.
- E. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- F. To provide CITY an opportunity to review and comment on the Plans, Specifications and Estimate (PS&E), ROW, and Construction documents.
- G. To address, prior to incorporation in the PROJECT, any requests made by the CITY for any betterments and/or additional work and the source of funding of same under separate agreements approved between the Parties.

## II. CITY RESPONSIBILITIES

CITY agrees:

- A. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the Project documents.
- B. To complete review and provide comments on the PROJECT documents within two (2) weeks of receiving the review request from SBCTA.
- C. To accept title to properties acquired for the PROJECT and under the jurisdiction of the CITY upon close of escrow for voluntary purchases, and within thirty (30) days of presentation of quitclaim deeds for property acquired by SBCTA through eminent domain.
- D. To provide permits, business licenses, inspections, reviews, acceptance of the transfer of title of properties and easments, and oversight at no cost to SBCTA or to consultants and contractors contracted by SBCTA, for the work on the PROJECT. CITY's City Manager is authorized to act on behalf of CITY under this section of the Agreement.
- E. CITY shall assist SBCTA as requested, and when necessary, to exercise its rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or



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rearrange its utility facilities. CITY will accept title to non-exclusive utility easements to accommodate utility relocation where needed.

### III. MUTUAL RESPONSIBILITIES

The Parties agree:

- A. The Parties hereby covenant and agree to do the following:
  1. Take any other act reasonably necessary to carry out the reasonable intention of the Parties as expressed in this Agreement.
  2. Keep each other reasonably informed of all PROJECT development and communications.
- B. The Parties shall each maintain adequate insurance coverage for the activities contemplated herein for the duration of this Agreement.
- C. The Parties recognize that this Agreement is subject to the provisions of Section 895 et seq. of the Government Code. Pursuant to Section 895.4 of the Government Code, the Parties as part of this Agreement will provide for contribution or indemnification upon any liability arising out of the performance of this Agreement. Each Party shall defend, indemnify, and hold harmless the other Party, its directors, elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or administrative action of any federal, state, or local governmental body or agency, arising out of or incident to the performance of this Agreement and resulting from the negligence or wrongful act of that Party, its directors, elected officials, officers, employees, and agents. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses relating to this section.
- D. To abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- E. This Agreement will be considered terminated upon completion of SBCTA's ROW (to include both ROW acquisition and utility relocation work), construction, property conveyance and Project Close Out.
- F. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- G. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- H. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California.

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- I. If any clause or provisions of this Agreement is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this Agreement and the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- J. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- K. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- L. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- M. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees.
- N. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by SBCTA.
- O. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/phone number stated below:

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

If to CITY: Brian Wolfe  
 Contract City Engineer  
 11600 Air Expressway  
 Adelanto, CA 92301  
 Telephone: (760) 246-2300 ext. 11188

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IN WITNESS THEREOF, this Agreement has been executed by the Parties hereto.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF ADELANTO**


By: \_\_\_\_\_  
Alan D. Wapner  
President, Board of Directors

By:   
\_\_\_\_\_  
Gabriel Elliott  
City Manager

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

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

APPROVED AS TO FORM AND  
PROCEDURE:

By:   
\_\_\_\_\_  
Ruben Duran  
City Attorney

APPROVED AS TO FORM

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

Attachment: Cooperative Agreement 17-1001596 (4371 : US-395 Phase I Agreement with Adelanto)

## *Minute Action*

AGENDA ITEM: 9

**Date:** *January 4, 2018*

**Subject:**

Consultant Conflict of Interest Policy for Design-Build Projects

**Recommendation:**

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:  
Approve new Policy No. 30102, Consultant Conflict of Interest Policy for Design-Build Projects.

**Background:**

The design-build procurement method is an approved method of project delivery for the Federal Highway Administration, Federal Transit Administration (FTA), and California Department of Transportation (Caltrans). This procurement method allows a single contracting firm to perform both design and construction activities. However, the integrated nature of design-build procurement creates the potential for conflicts of interest. Disclosure, evaluation, and management of these conflicts and the appearance of conflicts, require attention to state and federal laws, in the contracting process. The intent of the policy is to encourage competition through openness, impartiality, and public disclosure of relevant information. In anticipation of federal participation in a design-build project, Proposers and Proposers team members must comply with organizational conflict of interest rules set out in Title 23 of the Code of Federal Regulations (CFR) at Part 636, Subpart A.

Under 23 CFR 636.103, an organizational conflict of interest is defined as follows:

“Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.”

In addition, San Bernardino County Transportation Authority (SBCTA) wants to (i) undertake design-build procurements that are perceived as fair and competitive by the industry and that limit and mitigate actual and potential conflicts of interests; and (ii) provide guidance to consultants that may provide or be interested in providing services to SBCTA in connection with design-build projects so that they may assess the conflict of interest implications of such services.

This Consultant Conflict of Interest Policy addresses actual and potential conflicts of interest for SBCTA consultants and Proposers and Proposer teams, the process for determining the existence of, and how to address, actual or potential conflicts of interest and the factors that will be considered in such determinations. This Consultant Conflict of Interest Policy is in addition to

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and more stringent than the conflict of interest rules of the California Political Reform Act embodied in SBCTA's Conflict of Interest Code set out in Policy No. 10102.

Staff recommends the Board approve the use of this Consultant Conflict of Interest Policy for design-build projects.

***Financial Impact:***

This item has no impact on the adopted Fiscal Year 2017/2018 Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft policy.

***Responsible Staff:***

Paula Beauchamp, Director of Project Delivery

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Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

San Bernardino County Transportation Authority

San Bernardino County Transportation Authority	<b>Policy</b>	<b>30102</b>
Adopted by the Board of Directors	Revised	
<b>Consultant Conflict of Interest Policy for Design-Build Projects</b>	Revision No.	

**Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SBCTA Intranet.**

<b>Table of Contents</b>
<a href="#">  Purpose</a>   <a href="#">Definitions</a>   <a href="#">Policy</a>   <a href="#">Revision History</a>

**I. PURPOSE**

The purpose of this policy is to prescribe a Conflict of Interest policy applicable to private entities, including Consultants and Proposers, participating or deciding to participate in SBCTA’s planning, procurement, design, construction or development of a design-build (DB) project. A private entity’s failure to comply with this policy may result in potential liability to SBCTA and the private entity and the private entity’s preclusion from participation in a DB project. This policy is intended to apply to SBCTA’s procurement of architect and engineering and other consultant services and construction work for projects developed pursuant to a design-build delivery method. As used herein, design-build includes design-build-maintain, design-build-operate-maintain, design-build-finance and similar variations.

**II. DEFINITIONS**

**Section 2.1.** "Affiliate" means with respect to any Consultant: (a) any member, partner or joint venturer of such Consultant; (b) any individual or entity that directly or indirectly controls, or is controlled by, or is under common control with, such Consultant or any of its members, partners or joint venturers; and (c) any other entity for which 20% or more of the equity interest in such other entity is held directly or indirectly, beneficially or of record by (i) such Consultant, (ii) any of such Consultant’s members, partners or joint venturers or (iii) any Affiliate of such Consultant under clause (b) of this definition.

**Section 2.2.** "SBCTA" means the San Bernardino County Transportation Authority.

**Section 2.3.** "Conflict of Interest" means a circumstance arising out of a Consultant’s existing or past activities including past activities as a Consultant to or employee of SBCTA, business interests, familial relationships, contractual relationships, and/or organizational structure (i.e., Affiliates, etc.) wherein (i) the Consultant is or may be unable to render impartial assistance or advice to SBCTA, (ii) the Consultant’s objectivity in performing the scope of work sought by SBCTA is or might otherwise be impaired, (iii) the Consultant has, or is perceived to have, an unfair competitive advantage; (iv) the Consultant’s performance of Services on behalf of SBCTA does or may provide an unfair competitive advantage to a third party; or (v) regardless of whether accurate, there is a perception or appearance of impropriety or unfair competitive advantage benefiting the Consultant or a third party as a result of the Consultant’s participation on a design-build project.

**Section 2.4.** "Consultant" means any person or business entity (including any individual employee of such entity or any division and/or Affiliate of such entity) previously employed, previously or currently retained, or in the process of being retained, by SBCTA to provide Services in connection with a design-build project, including subconsultants and individual employees of subconsultants.

**Section 2.5.** "Department Director" means the department director of SBCTA’s Rail and Transit Department or Project Delivery Department or his or her designee.

**Section 2.6.** "Policy" means this San Bernardino County Transportation Authority Consultant Conflicts of Interest Policy for Design-Build Projects.

**Section 2.7.** "Procurement Manager" means the procurement manager of SBCTA or his or her designee.

**Section 2.8.** "Proposer" means any person or business entity, including joint ventures, partnerships, limited liability companies, corporations, consortia, teams or other groups or organizations of individuals or entities, or

Attachment: SBCTA DB COI Policy (4356 : Design Build Consultant Conflict of Interest Policy)

the individuals and entities that make up such groups, that have submitted a qualification submittal or proposal for work on a design-build project or are interested in submitting a qualification submittal or proposal for work on a design-build project.

**Section 2.9.** "Services" means, in the context of this Policy, consulting services related to a design-build project, which may include, but are not limited to, some or all of the following: planning services; procurement services; procurement management/construction management (PCM) services; federal and state environmental services; financial advisory services; insurance services; legal services; DBE compliance or program development services; labor compliance services; program oversight; design and construction management services; preliminary engineering services (including right-of-way, structures, survey and utility); and public and community outreach services.

### III. POLICY

**Section 3.1.** Purpose. This section prescribes SBCTA's policy on Conflicts of Interest relating to Consultants participating or desiring to participate in the planning, procurement, design, construction or development of a design-build project, and thereby:

- (A) Protects the integrity and fairness of the planning, procurement, design, construction or development of design-build projects;
- (B) Avoids circumstances where a Consultant or Proposer obtains, or appears to obtain, an unfair competitive advantage as a result of work performed by a Consultant;
- (C) Provides guidance to Consultants and Proposers, or potential Consultants and Proposers, so they may assess, and make informed business decisions concerning their decision to provide Services on design-build projects or to submit a qualification submittal and/or proposal related to the design, construction or development of design-build projects; and
- (D) Protects SBCTA's interests and confidential and sensitive project-specific information.

**Section 3.2.** Applicability. This Policy applies to Consultants who desire to participate in, have participated in or are participating in the performance of Services for SBCTA related to design-build projects. This Policy may prohibit or restrict the ability of a Proposer to have a Consultant participate on a Proposer team as an equity owner of the Proposer or team member, act as a consultant or subconsultant to a Proposer, or have a financial interest in a Proposer or an equity owner or team member of a Proposer. This Policy relates solely to design-build projects and does not address SBCTA's approach to conflicts of interest on other SBCTA projects.

**Section 3.3.** Conflicts of Interest Disclosure.

**Section 3.3.1.** Obligation to Disclose. Consultants participating in a design-build project shall arrange their affairs so as to prevent Conflicts of Interest from arising. Any Consultant having an actual, potential or perceived Conflict of Interest shall disclose the matter to SBCTA in writing with supporting facts and information to the following individual:

San Bernardino County Transportation Authority  
 1170 W 3rd St., Second Floor  
 San Bernardino, CA 92410  
Attention: Procurement Manager  
 Phone: 909.884.8276  
 E-mail: [procurement@gosbcta.com](mailto:procurement@gosbcta.com)

Disclosures will also be requested as part of any request for qualifications or request for proposals relating to the design, construction or development of a design-build project.

The Consultant's Conflict of Interest disclosure obligation is ongoing. Consultants should undertake reasonable due diligence, including necessary conflict searches, to determine whether new actual, potential or perceived Conflicts of Interest arise. Due diligence should extend to investigation of past relationships and, if the Consultant is an entity, to employees, officers or directors of the Consultant. If a Consultant becomes aware of an actual, potential or perceived Conflict of Interest at any time during its participation in a design-build project, the Consultant shall promptly disclose the matter to the Procurement

Manager as described herein. A Consultant shall use its best efforts to respond to any requests for additional information and documentation that the Procurement Manager deems necessary to fully evaluate SBCTA's Conflict of Interest issues and to consider the SBCTA's determination. Consultant's failure to provide such information or documentation when requested may impact the Department Director's final determination hereunder.

**Section 3.3.2. Failure to Comply.** If a Consultant fails to comply with this Policy, including failure to comply with any mitigative measures imposed under this Policy, or otherwise fails to disclose an actual, potential or perceived Conflict of Interest, the Department Director may, in his or her sole discretion:

- (A) Preclude and/or disqualify the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated or teamed, from participation in the planning, procurement, design, construction and/or development of the design-build project, including any associated competitive process;
- (B) Require the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, to implement mitigative measures;
- (C) Segregate or terminate the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, from planning, procurement, design, construction and/or development of the design-build project; and/or
- (D) Pursue any and all other rights and remedies available at law, in equity or set forth in any request for qualifications or request for proposals, which rights and remedies shall include the right to seek any and all direct or indirect costs and damages resulting from the Consultant's failure to comply with this Policy, including, but not limited to, costs resulting from third-party challenges to the procurement or SBCTA's re-procurement of the design-build project.

**Section 3.4. Period in Which a Conflict of Interest Applies.** If the Department Director determines that the performance of Services by a Consultant creates an actual, potential or perceived Conflict of Interest, the provisions in this Policy and any decisions made by the Department Director related to such Conflict of Interest (including prohibitions, mitigative measures, etc.) shall continue and apply for the duration of the planning, procurement, design, construction and development of a design-build project, provided that the Department Director may, on a case-by-case basis and in his or her sole discretion, modify the length of this time period in writing if he/she determines that the modification is in the best interests of SBCTA and the design-build project.

**Section 3.5. Application to New Firm.** If a Conflict of Interest applies to an individual, the Conflict of Interest and prohibition with respect to the individual will not apply to the individual's new place of employment, unless the new employer is an Affiliate of the individual's previous employer or unless mitigative measures will not, in the Department Director's sole discretion, mitigate or eliminate the Conflict of Interest issue. If the new employer is not an Affiliate of the previous employer and is otherwise eligible to perform Services for SBCTA pursuant to this Policy and applicable law, the new employer will remain eligible despite the employment of the individual, but mitigative measures may be required of the new employer with respect to the employee (including, but not limited to, preclusion of such employee from participation in the design-build project).

**Section 3.6. Federal and State Requirements.**

**Section 3.6.1. Federal and State Laws.** For federal-aid projects and in certain other circumstances, SBCTA must comply with the Federal Highway Administration's organizational conflict of interest regulations found in 23 CFR §636.116. SBCTA must also comply with certain California laws and regulations, including, without limitation, Government Code §§1090 and 87100 et seq. Nothing in this Policy is intended to limit, modify, supersede or otherwise alter the effect of those laws and regulations, and SBCTA will apply this Policy consistent with those laws and regulations.

**Section 3.6.2. Limitations on SBCTA Consents and Approvals.** To the extent that application of the federal and state laws and regulations described in Section 3.6.1 would preclude or limit participation by a Consultant or an individual with respect to a design-build project, then notwithstanding any other aspect of this Policy or any contrary decision by the Department Director in response to an actual, potential or perceived Conflict of Interest under this Policy, such federal and state laws and regulations shall control and be determinative. Under no circumstances shall a decision, approval or consent by the Department Director in response to a disclosure, request or actual, potential or perceived Conflict of Interest under this Policy be considered an opinion with respect to the applicability or effect of such federal and state laws or



regulations, and Consultant shall bear all responsibility and liability for determining if a conflict under federal and/or state laws or regulations exist in relation to the Consultant's work or proposed work on the design-build project.

**Section 3.7. Binding Effect of SBCTA Decisions.** The Department Director shall not withdraw or amend a prior consent or approval granted to a Consultant under this Policy unless:

- (A) The application of the federal and state laws and regulations described in Section 3.6 requires the consent or approval to be withdrawn or amended; or
- (B) The Department Director decides, in its sole discretion, to withdraw or amend the consent or approval based on factual circumstances that the Department Director has been made aware of that were not disclosed when the Department Director made his or her original decision, or factual circumstances that are new or have changed since the Department Director made its original decision; or
- (C) The Consultant or Proposer team fails to comply with any mitigative measures imposed under this Policy.

**Section 3.8. General Conflict of Interest Standards.** Except as provided in Section 3.9 of this Policy, no Consultant that has previously provided Services or that is currently providing Services to SBCTA with respect to a design-build project may be a Proposer or participate as an equity owner, team member, consultant, or subconsultant of or to a Proposer for that design-build project, or have a financial interest in any of the foregoing entities with respect to that design-build project. In Department Director's sole discretion, this prohibition may be extended to other design-build projects for Consultants that worked for SBCTA on a different design-build project, where such work was, in the Department Director's sole determination, strategic to SBCTA's design-build program or afforded such Consultant access to information about other design-build projects or SBCTA's approach to other design-build projects or procurement of other design-build projects that would provide an unfair competitive advantage for such Consultant.

**Section 3.9. Determination Regarding Provision of Services for a Design-Build Project.**

**Section 3.9.1. Discretion of SBCTA.** Unless otherwise indicated in this Policy, all approvals, actions or discretion under this Policy and with respect to an actual, potential or perceived Conflict of Interest shall be within the sole discretion of SBCTA. Unless a particular decision regarding application of this Policy is referred to the SBCTA's General Counsel by the Department Director, the Department Director retains the ultimate and sole discretion to act on behalf of SBCTA hereunder and to determine on a case-by-case basis whether an actual, potential or perceived Conflict of Interest exists and what actions may be appropriate to avoid, neutralize, or mitigate any actual, potential or perceived Conflict of Interest.

**Section 3.9.2. Determination Process.** In response to a disclosure under Section 3.3 above or information SBCTA obtains independent of a Consultant, the Department Director shall determine whether a Consultant has an actual, potential or perceived Conflict of Interest that the Department Director determines should prevent the Consultant from (i) being a Proposer, (ii) participating as an equity owner, team member, consultant, or subconsultant of or to a Proposer for a design-build project, (iii) having a financial interest in any of the foregoing entities with respect to a design-build project, or (iv) otherwise participating in the design, construction or development of a design-build project. Once the Department Director makes this determination, the Procurement Manager or his/her designee shall send the Consultant a written notice regarding the decision and, if participation is approved, whether the approval and participation is limited or subject to the Consultant meeting certain conditions. The Department Director shall consider some or all of the following factors when making the determination:

- (A) Whether the Consultant will not, or in the case of the previous performance of Services did not, have access to or obtain knowledge of confidential or sensitive information, procedures, policies and processes that could provide, or could be perceived to provide, an unfair competitive advantage with respect to the procurement, design, construction or development of the design-build project;
- (B) Whether the data and information provided to the Consultant in the performance of the Services is either substantially irrelevant to the procurement for the design-build project or is generally available on substantially an equal and timely basis to all Proposers;
- (C) The type of Services at issue;

- (D) The particular circumstances at issue, including the Consultant's ability to effectively implement the safeguards described in Section 3.12, including an ethical wall, or to otherwise mitigate the Conflict of Interest in a manner satisfactory to SBCTA;
- (E) The specialized expertise, if any, needed by SBCTA and Proposers to implement the design-build project;
- (F) The period of time between the previous work for SBCTA and the potential Conflict of Interest situation;
- (G) Whether the Consultant's work for SBCTA has been completed or is ongoing;
- (H) The potential impact on the procurement and implementation of the design-build project, including impacts on competition;
- (I) Whether, with respect to a Consultant's prior environmental services related to the design-build project, if any, a record of decision or finding of no significant impact or other environmental approval has been issued for the design-build project;
- (J) Whether, with respect to a Consultant's prior traffic and revenue Services related to the design-build project, if any, the prior work will have no impact on the design-build project's plan of finance, on a Proposer's ability to obtain and close funding or on the potential sources of funding for the design-build project;
- (K) Whether the Department Director believes that the Consultant's participation is in the best interests of SBCTA; and
- (L) Any other factors or circumstances deemed relevant by the Department Director.

**Section 3.10. Procurement and Financial Services.** Independent of the process described in Section 3.9, a Consultant actively engaged and performing procurement services (including PCM services) or financial services with respect to a design-build project may not be a Proposer or participate as an equity owner, team member, consultant, or subconsultant of or to a Proposer for that design-build project, or have a financial interest in any of the foregoing entities with respect to that design-build project. Unless otherwise creating a Conflict of Interest or precluded by applicable law, a Consultant that has provided Services during the planning phases of a design-build project typically will be allowed to pursue and propose for a PCM procurement for that design-build project.

**Section 3.11. Multiple Services.** If a Consultant is providing more than one category or type of Services to SBCTA for a design-build project (e.g., environmental services as well as procurement services) and there are differences in this Policy's considerations, standards, restrictions, limitations and outcomes applicable to those categories or types of Services, the standards, restrictions, limitations and outcomes applicable to a category that are more stringent will be applied (e.g., if a Consultant were only providing preliminary engineering services that have been completed, they may be approved to participate on a Proposer team, whereas, if they were also providing ongoing procurement services for the design-build project, they may not be approved to participate on a Proposer team).

**Section 3.12. Restriction of Services and Conditions to Approvals and Exceptions.** In order to address actual, potential or perceived Conflicts of Interest, the Department Director as part of providing his or her consent to the participation of a Consultant may, in his or her sole discretion:

- (A) Restrict the scope of Services the Consultant may be eligible to perform for SBCTA or the Proposer team in order to further the intent and goals of this Policy;
- (B) Condition an approval, determination, or exception as the Department Director determines appropriate to further the intent and goals of this Policy, including by requiring the Consultant or Proposer to implement certain safeguards, including, but not limited to:
  - (i) The execution of confidentiality agreements satisfactory to the Department Director and Procurement Manager, which may, among other things, include the segregation and protection of information obtained as a result of the Consultant's prior or ongoing work for SBCTA or from former or current SBCTA employees; and/or

(ii) The execution of ethical wall agreements satisfactory to the Department Director and Procurement Manager, which segregate certain personnel from participation in the design-build project; and/or

(iii) The execution of agreements satisfactory to the Department Director and Procurement Manager regarding the dissemination of work product and materials created as a result of Consultant's prior or ongoing work for SBCTA, including dissemination to SBCTA and restrictions on dissemination by the Consultant to any Proposer team, including a team on which they intend to participate.

**Section 3.13.** Provisions are Nonexclusive. The provisions in this Policy do not address every situation that may arise in the context of SBCTA's planning, procurement, design, construction or development of a design-build project nor require a particular decision or determination by the Department Director when faced with facts similar to those described in this Policy. In addition, additional policies, procedures and limits related to conflicts of interest or similar issues may be imposed by SBCTA at any time with respect to a design-build project or any other SBCTA projects.

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**IV. REVISION HISTORY**

Revision No.	Revisions	Adopted
0	Pending approval	

## *Minute Action*

AGENDA ITEM: 10

**Date:** *January 4, 2018*

**Subject:**

I-10 Corridor Contract 1 Amendments for Combining State SHOPP Improvements

**Recommendation:**

That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve Amendment No. 1 to Cooperative Agreement No. 17-1001736 (Caltrans 08-1645 A/1) with Caltrans, substantially in the form attached provided the final agreement is approved as to form by SBCTA General Counsel, to define and add betterments and the associated State Highway Operations and Protection Program (SHOPP) funding in the amount of \$100,033,440 for the Interstate 10 (I-10) Corridor Contract 1 Express Lanes Project.

B. Approve Amendment No. 1 to Cooperative Agreement No. 17-1001590 with Caltrans, substantially in the form attached provided the final agreement is approved as to form by SBCTA General Counsel, for the Preliminary Engineering (PE) phase and procurement activities for the I-10 Corridor Contract 1 Project to complete the additional activities related to the added betterments.

C. Authorizes the Executive Director to award and execute Amendment No. 2 to Contract No. 16-1001530 with HNTB Corporation, for Project and Construction Management (PCM) services for the I-10 Contract 1 Project in an amendment amount not-to-exceed \$8 million to complete added PE and Design-Build (DB) related work activities related to the added betterments, and a total contract amount not-to-exceed \$48 million, after concurrence or acceptance by Caltrans as required by the Caltrans Local Assistance Procedure Manual, and Caltrans' approval of Exhibit 10-C, Consultant Contract Reviewer Checklist.

**Background:**

On July 12, 2017, the San Bernardino County Transportation Authority (SBCTA) Board of Directors considered and adopted various recommendations pertaining to the Interstate 10 (I-10) Corridor Contract 1 Project to conclude the environmental phase of the project and initiate the design-build and right of way phases. These specific actions are described in Attachment 1. Since then, the Project Management/Construction Management (PCM) firm HNTB Corporation, has been developing procurement documents necessary for the design-build procurement. Concurrently, Caltrans evaluated work that can be performed during the course of the I-10 Corridor Contract 1 Project. This proposed additional work, or betterments, is to be funded fully by Caltrans and is defined as added pavement rehabilitation, highway lighting and new signage:

1. Roadway rehabilitation from Los Angeles County line to I-15 junction to restore and extend service life of existing pavement for a minimum of forty (40) years (E.A. 08-1H321); and

*Entity: San Bernardino County Transportation Authority*

2. Install Safety Lighting (double-luminaire light, replace sign panels and install high mast lighting) in the city of Ontario from 0.2 mile west of 4th Street undercrossing to 0.2 mile east of I-15 junction to improve visibility of the facility and signage (E.A. 08-1F550).

To fund this combined SHOPP work, the State has already approved the Project Study Report document earlier this year in order to amend the 2016 SHOPP which was approved at the California Transportation Commission (CTC) in October 2017. The cost estimate for the combined pavement rehabilitation and safety lighting work is \$91.8 million and \$8.2 million respectively utilizing SHOPP funds. As a result, the State will be providing SBCTA the SHOPP funds within a cooperative agreement amendment for the support and capital construction costs which total \$100,033,440.

To implement this combined SHOPP work, SBCTA plans to include these improvements as part of the I-10 Contract 1 DB contract and also to request that the PCM provide the additional support work for both the procurement and design-build phase as detailed within the following cooperative agreements and PCM contract amendments.

**Recommendation A:**

Amendment No. 1 to Cooperative Agreement No. 17-1001736 with Caltrans for the Right of Way (ROW) and DB phase activities for the I-10 Corridor Contract 1 Express Lanes Project is required to combine the State SHOPP improvements, also referred to as “Betterments,” and provide SBCTA new SHOPP funds for the added support and capital construction costs estimated at \$100,033,440. The estimate breakdown including capital and support costs for the combined pavement rehabilitation and safety lighting work is \$91.8 million and \$8.2 million respectively.

SBCTA will invoice Caltrans in accordance with the funding table (attached) and Caltrans will reimburse SBCTA. As this is a Design Build project, construction support will be allocated under the construction capital phase and separately fund additional State and PCM supports costs estimated as \$3 million and \$8 million respectively.

**Recommendation B:**

Amendment No. 1 to Cooperative Agreement No. 17-1001590 with Caltrans for the Preliminary Engineering (PE) phase activities for the Interstate 10 (I-10) Corridor Contract 1 Project is required to combine the SHOPP improvements as part of the Project. This amendment will combine the pavement rehabilitation and safety lighting from Los Angeles County line to I-15 as part of the Project. This work was not a part of the original Project scope, and is being requested by Caltrans for inclusion as part of the Project, and will be paid for solely by Caltrans.

The SHOPP funds discussed within Recommendation A will be utilized to pay SBCTA for additional PE phase procurement activities related to the combined SHOPP work as a reimbursement. As this is a Design Build project, construction support will be allocated under the construction capital phase and separately fund additional State and PCM supports costs estimated as \$3 million and \$8 million respectively. The PCM support costs of \$8 million will be separately required to complete PE phase and DB phase work, estimated as \$2 million and \$6 million respectively. State support effort not to exceed \$300,000 will be self-reimbursed

utilizing STP funds directly, as planned in the original agreement. The remaining \$100,000 will compensate the state support utilizing MSI freeway fund.

**Recommendation C:**

In order to implement and combine the SHOPP work, Amendment No. 2 to Contract No. 16-1001530 with HNTB Corporation for PCM services for the I-10 Contract 1 Project is required to perform the additional PE and DB support activities discussed above. The PCM firm will lead the effort in combining the State pavement rehabilitation and safety lighting improvements within the design-build procurement documents and Request for Proposal (RFP) on behalf of SBCTA. This will require further analysis of the existing highway pavement, coordination with the State staff to review and field investigate existing I-10 pavement conditions, and propose the improvements within the technical provisions of the contract. In addition, the PCM team will work with SBCTA to appropriately include the pricing specifications within the design-build contract to facilitate the design and construction of the work. Separately, the PCM team will provide the additional design-build support required during the construction phase that includes additional work involving the contract administration, field monitoring, invoicing, quality auditing, and reimbursement tracking and several other related activities to implement these combined SHOPP improvements.

SBCTA staff has coordinated with the Caltrans team to estimate the PCM support costs required to complete the PE phase and DB phase work, estimated as \$2 million and \$6 million respectively for an amendment amount not-to-exceed \$8 million. This will increase the Contract 16-1001530 amount from the existing \$40 million to a total not-to-exceed \$48 million contract amount. All staffing costs will be based on the original staffing cost proposal and hourly rates that were audited and approved by the State and Federal Highway Administration within the original contract.

Staff requests approval of all three recommendations associated in this agenda item.

***Financial Impact:***

This item is consistent with the adopted Fiscal Year 2017/2018 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0823 I-10 Corridor Phase I. The funding source for the contract amendments is State Highway Operations and Protection Program funds.

***Reviewed By:***

This item was reviewed and recommended for approval (16-1-0; Opposed: Rutherford) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendments.

***Responsible Staff:***

Paula Beauchamp, Director of Project Delivery

Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

Interstate 10 Corridor Contract 1  
Detailed Information

Attachment 1

In May 2017, Caltrans approved the Interstate 10 (I-10) Corridor Project and certified the Final Environmental Impact Report/Environmental Impact Statement (EIR) which identified Alternative 3 as the Preferred Alternative. The Project Development Team (PDT) also identified the San Bernardino County Transportation Authority (SBCTA) Locally Preferred Alternative, Alternative 3, as the Preferred Alternative in June 2016 after comparing the various study results for each alternative. The PDT summarized that Alternative 3 provides the most vehicle throughput and travel time savings along the corridor, maximizes performance of the existing system, and offers sustainable trip reliability which accommodates long term congestion management. On May 22, 2017, Caltrans filed the Notice of Determination with the Office of Planning and Research as required by the California Environmental Quality Act (CEQA). On the same date Caltrans filed a Notice of Completion & Environmental Document Transmittal with the State Clearinghouse. The I-10 Corridor Project, as defined in the EIR, was approved pursuant to the National Environmental Policy Act (NEPA) and Caltrans adopted a Record of Decision (ROD) under NEPA on July 6, 2017. Staff is currently working with the Project and Construction Management (PCM) team on procurement activities for the portion of the I-10 Corridor Project from the Los Angeles/San Bernardino county line to approximately the Interstate 15 (I-15) freeway (I-10 Corridor Contract 1 Project).

In addition, on July 12, 2017, the SBCTA Board of Directors considered the I-10 Corridor Contract 1 Project EIR; approved a resolution adopting findings and facts in support of the Mitigation Monitoring and Reporting Program, and approved the I-10 Corridor Project as defined in the EIR; approved the Right of Way (ROW) and Design Build Cooperative Agreement with Caltrans, and programming for the I-10 Corridor Contract 1 Project; approved ROW acquisition for I-10 Corridor Contract 1 Project; approved an incentive program for ROW acquisition for I-10 Corridor Contract 1 Project; and authorized the Director of Project Delivery, or her designee, to update the ROW parcel listing from time to time with additions or deletions as necessary for I-10 Corridor Contract 1 Project, provided the parcels are environmentally cleared. The first portion of the I-10 Corridor Express Lanes to be constructed will be the I-10 Corridor Contract 1 Project, approximately 10 miles in length from the Los Angeles county line to the I-15 interchange, with an anticipated opening date of fall 2022.

Contract Summary Sheet

General Contract Information

Contract No: 17-1001736 Amendment No.: 1 Vendor No.: 0450  
 Vendor/Customer Name: Caltrans Sole Source?  Yes  No  
 Description: I-10 Corridor Design Build (DB) Cooperative Agreement  
 Start Date: 01/04/2018 Expiration Date: 12/31/2023 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: C08112, 16-1001530, 17-1001590

Dollar Amount			
Original Contract	\$ -	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ 100,033,440.00	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 100,033,440.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 100,033,440.00

Contract Authorization

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: Approve Amendment No. 1 to Cooperative Agreement No. 17-1001736

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

Contract Management: Receivable

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: 0C251

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Chad Costello

Attachment: 17-1001736-01-CSS (4355 : I-10 Contract 1 - HNTB Amendment, CT DB Amendment)



07-LA-10- 44.9/48.3  
 SBD-10-0.0/13.2  
 EA: 0C251  
 EA's 1F550 and 1H321 (BETTERMENTS)  
 CALTRANS Agreement 08-1645 A/1  
 Project Number 081600007  
 Projects Numbers 0817000216 & 0814000248  
 SBCTA 171001736

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

This Amendment No. 1 (“AMENDMENT”), entered into and effective on \_\_\_\_\_, (“EFFECTIVE DATE”), is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “CALTRANS,” and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public entity, referred to herein as “SBCTA.”

**RECITALS**

1. The PARTIES hereto entered into an AGREEMENT 08-1645, on July 28, 2017, said AGREEMENT defining the terms and conditions of PROJECT to include two express lanes in each direction including the EXPRESS LANES TOLL FACILITY and related improvements on the I-10 corridor from 0.4 miles west of White Avenue Overcrossing to 0.2 miles west of Cherry Avenue overcrossing
2. The purpose of this Amendment is to identify BETTERMENTS.

**IT IS THEREFORE MUTUALLY AGREED:**

3. Articles 19, 121 and 174(a) in the AGREEMENT are replaced in their entirety to read as follows:
  - “19. CALTRANS is a FUNDING PARTY for PROJECT COMPONENTS for BETTERMENTS.”
  - “121. To be responsible for one hundred percent (100%) of all PROJECT COMPONENTS costs incurred by SBCTA due to BETTERMENTS. CALTRANS shall reimburse SBCTA for any and all such costs from SBCTA. As may be necessary based on the funding source, SBCTA will submit invoices to CALTRANS for those funding sources identified in the revised FUNDING SUMMARY attached hereto.”
  - “174(a). The cost of the BETTERMENTS set forth in Exhibit E shall be the agreed upon amount set forth in Exhibit E. The foregoing amount shall constitute full payment

for all design, construction, testing, and inspections performed by SBCTA, its consultants, and/or DESIGN-BUILDER. The amount of the BETTERMENTS shall only be changed if a material change in the BETTERMENTS is requested by CALTRANS, or if the DESIGN-BUILDER is entitled to a change order under the “Changes of Work” clause of the CONTRACT DOCUMENTS. CALTRANS shall be afforded the opportunity to inspect, review and participate in any change order discussions directly impacting the BETTERMENTS.

4. Article 174(c) is added in the AGREEMENT as follows:  
  
“174(c). Should the cost for the BETTERMENTS increase beyond the \$100,033,440 amount in this Agreement, PARTIES agree to work together for a solution and to amend the Agreement, if necessary.
5. Exhibit E and Exhibit F are replaced in their entirety with the attached the exhibits attached to this AMENDMENT.
6. This AMENDMENT replaces the FUNDING SUMMARY on page 36 of the AGREEMENT with both FUNDING SUMMARY and SPENDING SUMMARY attached hereto.
7. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
8. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

**SIGNATURES**

PARTIES declare that:

- 1. Each PARTY is an authorized legal entity under California state law.
- 2. Each PARTY has the authority to enter into this agreement.
- 3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
John Bulinski  
District Director

By: \_\_\_\_\_  
Alan D. Wapner  
Board President

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jon Oldenburg  
Deputy Attorney

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

CERTIFIED AS TO FUNDS:

ATTEST:

By: \_\_\_\_\_  
Mary Risaliti  
District Budget Manager

By: \_\_\_\_\_  
Vicki Watson  
Board Secretary

CERTIFIED AS TO FINANCIAL TERMS  
AND POLICIES:

By: \_\_\_\_\_  
Accounting Administrator

Attachment: 17-1001736-01-draft DB-coop-cc [Revision 1] (4355 : I-10 Contract 1 - HNTB Amendment, CT DB Amendment)

### **FUNDING SUMMARY**

Fund Type	Agency	ROW Support	ROW Capital	Construction Support	Construction Capital	Total
Local	SBCTA	\$ 3,138,550	\$ 17,409,950	\$ 1,000,000	\$ 149,813,058	<b>\$ 171,361,558</b>
TIFIA	SBCTA				\$ 203,806,000	<b>\$ 203,806,000</b>
CMAQ	SBCTA	\$ 2,561,450	\$ 24,700,550		\$ 96,204,000	<b>\$ 123,466,000</b>
STP	SBCTA			\$ 39,814,469	\$ 106,757,000	<b>\$ 146,571,469</b>
SHOPP 1	CALTRANS			\$ 11,000,000	\$ 80,820,440	<b>\$ 91,820,440</b>
SHOPP 2	CALTRANS				\$ 8,213,000	<b>\$ 8,213,000</b>
<b>Totals</b>		<b>\$ 5,700,000</b>	<b>\$ 42,110,500</b>	<b>\$ 51,814,469</b>	<b>\$ 645,613,498</b>	<b>\$ 745,238,467</b>

### **SPENDING SUMMARY**

Fund Type	ROW Support		ROW Capital		Construction Support		Construction Capital	TOTAL	
	Caltrans	SBCTA	Caltrans	SBCTA	Caltrans	SBCTA	Caltrans		SBCTA
Local		\$ 3,138,550		\$ 17,409,950		\$ 1,000,000		\$ 149,813,058	<b>\$ 171,361,558</b>
TIFIA								\$ 203,806,000	<b>\$ 203,806,000</b>
CMAQ		\$ 2,561,450		\$ 24,700,550				\$ 96,204,000	<b>\$ 123,466,000</b>
STP					\$ 16,600,000	\$ 23,214,469		\$ 106,757,000	<b>\$ 146,571,469</b>
SHOPP 1						\$ 11,000,000		\$ 80,820,440	<b>\$ 91,820,440</b>
SHOPP 2								\$ 8,213,000	<b>\$ 8,213,000</b>
<b>Totals</b>	<b>\$ -</b>	<b>\$ 5,700,000</b>	<b>\$ -</b>	<b>\$ 42,110,500</b>	<b>\$ 16,600,000</b>	<b>\$ 35,214,469</b>	<b>\$ -</b>	<b>\$ 645,613,498</b>	<b>\$ 745,238,467</b>

\* Note: These SHOPP funds will be paid as a reimbursable State financial contribution and SBCTA will invoice CALTRANS in accordance with the funding table. As this is a Design Build project, construction support will be allocated under construction capital.

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

Revised Exhibit E

CALTRANS BETTERMENTS SUMMARY

CALTRANS requests the following BETTERMENTS:

- 1. Roadway rehabilitation from Los Angeles County line to Interstate 15 (I-15) junction (E.A. 08-1H321); and
- 2. Install double-luminaire light, replace sign panels and install high mast lighting in the city of Ontario from 0.2 mile west of 4<sup>th</sup> Street undercrossing to 0.2 mile east of I-15 junction (E.A. 08-1F550).

<b>FUNDING TABLE</b> <span style="float: right;">v. 12</span>						
<u>IMPLEMENTING AGENCY</u> →			<u>SBCTA</u>	<u>SBCTA</u>		Totals
Source	Party	Fund Type	PS&E	CONST. SUPPORT	CONST. CAPITAL	
STATE	CALTRANS	SHOPP (EA 1H321)	5,000,000	11,000,000	75,820,440	91,820,440
STATE	CALTRANS	SHOPP (EA 1F550)	0	0	8,213,000	8,213,000
Totals			5,000,000	11,000,000	89,033,440	100,033,440

<b>SPENDING SUMMARY</b>						
Fund Type	PS&E		CONST. SUPPORT		CONST. CAPITAL	Totals
	CALTRANS	<u>SBCTA</u>	CALTRANS	<u>SBCTA</u>	<u>SBCTA</u>	
SHOPP (EA 1H321)	0	5,000,000	0	11,000,000	75,820,440	91,820,440
SHOPP (EA 1F550)	0	0	0	0	8,213,000	8,213,000
<b>Totals</b>	0	5,000,000	0	11,000,000	89,033,440	100,033,440

Note: These SHOPP funds will be paid as a reimbursable State financial contribution and SBCTA will invoice CALTRANS in accordance with the funding table. As this is a Design Build project, construction support will be allocated under construction capital. These funds are considered to be not-to-exceed amounts.

Revised Exhibit F

DEPARTMENT FURNISHED MATERIAL (DFM)

CMS Information - District 8							
Element Type	Item No.	Caltrans CMS ID#	Direction	Current Postmile	Location	Description	State Furnished Material
CMS	1	CMS 39	EB	2.72	E/O MOUNTAIN AVE		\$ 77,000.00
CMS	2	CMS 12	EB	8.38	E/O HAVEN AVE		\$ 77,000.00
CMS	3	CMS 13	WB	12.65	W/O CHERRY		\$ 77,000.00
<b>Subtotal:</b>							<b>\$ 231,000.00</b>

HUB Information - District 8							
Element Type	Item No.	Caltrans HUB ID#	Direction	Current Postmile	Location	Description	State Furnished Material
Building	1	HUB-F	EB	0.80	MONTE VISTA WB ONRAMP		
Cabinet	2	HUB-1	EB	3.50	EUCLID AVE		\$ 8,000.00
Cabinet	3	HUB-2	EB	6.10	VINEYARD AVE		\$ -
Cabinet	4	HUB-3	WB	8.20	HAVEN AVE		\$ -
Building	5	HUB-D	WB	10.00	10/15 NE QUAD		\$ 8,000.00
Cabinet	6	HUB-4	EB	12.10	EAST OF ETIWANDA AVE		\$ -
<b>Subtotal:</b>							<b>\$ 16,000.00</b>

TMS Detection Information - District 8							
Element Type	Item No.	Caltrans District LDS ID#	Direction	Current Postmile	Location	Description	State Furnished Material
TMS	1	774732	WB	48.148	E/O COLLEGE	Loops	\$ 8,000.00
TMS	2	801114	WB	1.912	BENSON AVE	Loops	\$ 8,000.00
TMS	3	801117	EB	2.932	SAN ANTONIO AVE	Loops	\$ 8,000.00
TMS	4	801122	WB	4.636	GROVE AVE	Loops	\$ 8,000.00

Attachment: 17-1001736-01-draft DB-coop-cc [Revision 1] (4355 : I-10 Contract 1 - HNTB Amendment, CT

TMS	5	801133	WB	7.788	ARCHIBALD AVE	Loops	\$ 8,000.00
TMS	6	801138	EB	8.543	HAVEN AVE	Loops/Piezo	\$ 8,000.00
TMS	7	817847	EB	9.700	W/O I-15	Magnetometers	\$ 8,000.00
TMS	8	817856	WB	10.2	E/O I-15	Magnetometers	\$ 8,000.00
<b>Subtotal:</b>							<b>\$ 64,000.00</b>

**Census Detection Information - District 8**

Element Type	Item No.	Caltrans District LDS ID#	Direction	Current Postmile	Location	Description	State Furnished Material
Census	1	801117	EB	2.933	SAN ANTONIO AVE		\$ 8,000.00
Census	2	801138	EB	8.542	HAVEN AVE		\$ 8,000.00
Census	3	--	WB	9.886	ROUTE 10/15 IC, NORTHWEST QUADRANT		\$ 8,000.00
Census	4	--	EB	12.467	W/O CHERRY AVE		\$ -
<b>Subtotal:</b>							<b>\$ 24,000.00</b>

**Signals Information - District 8**

Element Type	Item No.	Caltrans District ID#	Direction	Current Postmile	Location	Description	State Furnished Material
Signals	1						\$ 9,000.00
Signals	2						\$ 9,000.00
Signals	3						\$ 9,000.00
Signals	4						\$ 9,000.00
Signals	5						\$ 9,000.00
Signals	6						\$ 9,000.00
Signals	7						\$ 9,000.00
Signals	8						\$ 9,000.00
Signals	9						\$ 9,000.00
<b>Subtotal:</b>							<b>\$ 81,000.00</b>



Attachment: 17-1001736-01-draft DB-coop-cc [Revision 1] (4355 : I-10 Contract 1 - HNTB Amendment, CT

Signals Information - District 8							
Element Type	Item No.	Caltrans District ID#	Direction	Current Postmile	Location	Description	State Furnished Material
Ramp Meter	1						\$ 9,000.00
Ramp Meter	2						\$ 9,000.00
Ramp Meter	3						\$ 9,000.00
Ramp Meter	4						\$ 9,000.00
Ramp Meter	5						\$ 9,000.00
Ramp Meter	6						\$ 9,000.00
Ramp Meter	7						\$ 9,000.00
Ramp Meter	8						\$ 9,000.00
Ramp Meter	9						\$ 9,000.00
<b>Subtotal:</b>							<b>\$ 81,000.00</b>

<b>TOTAL</b>	<b>\$ 497,000.00</b>
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Attachment: 17-1001736-01-draft DB-coop-cc [Revision 1] (4355 : I-10 Contract 1 - HNTB Amendment, CT



Department Furnished Electrical Material Unit Price Table		
Item Number	Description	Unit Price
7440 0070 6	MODEL 332L CABINET FOR 170/2070 CONTROLLER UNIT	\$ 3,866.94
7440 0075 7	MODEL 334L CABINET FOR 170/2070 CONTROLLER UNIT	\$ 2,893.70
7440 0090 8	MODEL 2070E ENHANCE ATC	\$ 1,082.83
7440 0175 9	MODEL 500 CMS SYSTEM W/CMS CABINET AND #4 & #5 HARNESS RIGHT HAND	\$ 78,038.62
7440 0290 2	MODEL 200 SWITCH PACK	\$ 16.03
7440 0330 8	MODEL 210 MONITOR	\$ 230.31
7440 0350 0	MODEL 222 DUAL LOOP VEIHCLE DETECTOR	\$ 48.67
7440 0475 5	MODEL 242 TWO CHANNEL DC ISOLATOR MODEL DCI-82	\$ 27.13
7440 0673 5	BATTERY BACKUP SYSTEM FOR TRAFFIC SIGNALS WITHOUT BATTERIES	\$ 917.74
7440-0123-9	MODEL 2070-6D, FIBER OPTIC MODEM	\$ 1,241.14
7440-0553-1	MODEL 2070-7G CARD {GPS}, UNIVERSAL TIME BASE MODULE	\$ 754.00
7440-0201-5	MODEL 342LX Cabinet	\$ 4,214.00
7440-0203-9	MODEL 344LX Cabinet	\$ 3,640.00
7440-0145-6	ADVANCE VARIABLE MESSAGE SIGN, MODEL 710 AVMS	\$ 69,300.00
7440-0160-7	Model 2070LX	\$ 1,095.00

Attachment: 17-1001736-01-draft DB-coop-cc [Revision 1] (4355 : I-10 Contract 1 - HNTB Amendment, CT

**Contract Summary Sheet**

**General Contract Information**

Contract No: 17-1001590 Amendment No.: 1 Vendor No.: 0450  
 Vendor/Customer Name: Caltrans Sole Source?  Yes  No  
 Description: I-10 Corridor Preliminary Engineering (PE) Cooperative Agreement  
 Start Date: 07/12/2017 Expiration Date: 12/31/2023 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: C08112, 16-1001530, 17-1001736

Dollar Amount			
Original Contract	\$ 100,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 100,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 100,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: Approve Amendment No. 1 to Cooperative Agreement No. 17-1001590

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Chad Costello

Attachment: 17-1001590-01-CSS (4355 : I-10 Contract 1 - HNTB Amendment, CT DB Amendment)

08-SBD-10-PM 0.0/13.0  
 07-LA-10 PM 44.9/48.3  
 EA: 0C2510  
 Project Number 0816000076  
 Caltrans Agreement 08-1636  
 SBCTA Agreement 171001590

**AMENDMENT NO. 1 TO AGREEMENT 08-1636  
 FOR PRELIMINARY ENGINEERING WORK FOR THE INTERSTATE 10  
 CORRIDOR CONTRACT 1 PROJECT**

This Amendment No. 1 (“AMENDMENT”), entered into and effective on \_\_\_\_\_, (“EFFECTIVE DATE”), is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “CALTRANS,” and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public entity, referred to herein as “SBCTA.”

**RECITALS**

1. The PARTIES hereto entered into an AGREEMENT 08-1636, on December 22, 2016, said AGREEMENT defining the terms and conditions of PROJECT to include two express lanes in each direction on the I-10 corridor from 0.4 miles west of White Avenue overcrossing to 0.2 miles west of Cherry Avenue overcrossing, based on the preferred alternative selected by the project development team in June 2016.
2. The purpose of this Amendment is to identify additional State rehabilitation work to be combined as BETTERMENTS within the PROJECT identified herein.

**IT IS THEREFORE MUTUALLY AGREED:**

3. Article 6 in the AGREEMENT is replaced in its entirety to read as follows:
  - “6. The PROJECT to be covered under this AGREEMENT is intended to include two express lanes in each direction on the I-10 corridor from 0.4 miles west of White Avenue overcrossing to 0.2 miles west of Cherry Avenue overcrossing, based on the preferred alternative selected by the project development team in June 2016. In addition, the PROJECT also includes State rehabilitation work defined as the following: (1) roadway rehabilitation from Los Angeles County line to Interstate 15 (I-15) junction (EA 1H321) and (2) safety lighting (install double-luminaire lighting, replace sign panels and install high mast lighting) in the city of Ontario from 0.2 mile west of 4th street undercrossing to 0.2 mile east of I-15 JCT (EA 1F550) improvements which are not part of the original PROJECT scope but are requested by CALTRANS for inclusion as part of PROJECT, and which are to be paid for solely by CALTRANS as BETTERMENTS.

STATE and SBCTA acknowledge that the preferred alternative is contingent upon the approval of the PROJECT as part of the PA&ED process covered under the Agreement Nos. 8-1374, 8-1374 A/1 and 8-1374 A/2. Nothing in this AGREEMENT is intended to commit SBCTA or STATE to completing the PROJECT. Instead, this AGREEMENT is intended to recite the financial OBLIGATIONS and other responsibilities of the respective PARTIES.”

4. Article 21A is added to the AGREEMENT to read as follows:

**BETTERMENTS** - As used herein, the term “BETTERMENTS” shall mean and refer to any improvements which are not part of the PROJECT scope and which are requested by CALTRANS for inclusion as part of PROJECT, and which are to be paid for solely by CALTRANS. If mutually agreed to by both PARTIES, SBCTA agrees that BETTERMENTS will be included in PROJECT as requested by CALTRANS.

5. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
6. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

**SIGNATURES**

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
John Bulinski  
District Director

By: \_\_\_\_\_  
Alan D. Wapner  
Board President

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jon Oldenburg  
Deputy Attorney

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

CERTIFIED AS TO FUNDS:

ATTEST:

By: \_\_\_\_\_  
Mary Risaliti  
District Budget Manager

By: \_\_\_\_\_  
Vicki Watson  
Board Secretary

CERTIFIED AS TO FINANCIAL TERMS  
AND POLICIES:

By: \_\_\_\_\_  
Accounting Administrator

Attachment: 17-1001590-01 Amend No. 1 for PE I-10 Corridor Contract 1 [Revision 1] (4355 : I-10 Contract 1 - HNTB Amendment, CT DB

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001530 Amendment No.: 2 Vendor No.: 01022  
 Vendor/Customer Name: HNTB Corporation Sole Source?  Yes  No  
 Description: I-10 Corridor Project and Construction Management (PCM) Consultant Services  
 Start Date: 12/07/2016 Expiration Date: 12/31/2023 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: C08112, 17-1001590

Dollar Amount			
Original Contract	\$ 40,000,000.00	Original Contingency	\$ 5,000,000.00
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ 8,000,000.00	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 48,000,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ 5,000,000.00</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 53,000,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: Approve Amendment No. 2 to Contract No. 16-1001530

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Chad Costello

Attachment: 16-1001530-02-CSS (4355 : I-10 Contract 1 - HNTB Amendment, CT DB Amendment)

**AMENDMENT NO. 2 TO CONTRACT NO. 16-1001530**

**FOR**

**I-10 CORRIDOR (CONTRACT ONE) PROJECT MANAGEMENT CONSTRUCTION  
MANAGEMENT (PCM) SERVICES**

**(HNTB CORPORATION)**

This Amendment No. 2 to Contract No. 16-1001530 is made by and between HNTB Corporation (“CONSULTANT”) and the San Bernardino County Transportation Authority (“SBCTA”). CONSULTANT and SBCTA are each a “Party” and collectively “Parties”.

**RECITALS:**

- A. SBCTA under Contract No. 16-1001530 engaged the services of CONSULTANT to provide project management construction management services for I-10 Corridor Contract One (“Contract”); and
- B. SBCTA amended Contract No. 16-1001530 with amendment No. 1 to add additional paragraphs to the Statement of Compliance and amend the Performance Period Article; and
- C. SBCTA and CONSULTANT desire to combine the separate State work that includes Roadway Rehabilitation along I-10 from Los Angeles County line to Interstate 15 (I-15) junction (EA 1H321) and install double-luminaire lighting, replace sign panels and install high mast lighting along I-10 in the city of Ontario from 0.2 mile west of 4th street undercrossing to 0.2 mile east of I-15 JCT (EA 1F550) improvements as requested by CALTRANS for inclusion as part of PROJECT, and which are to be paid for solely by CALTRANS.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. Add the following paragraph to Article 1. “INTRODUCTION”:

“1.7 The expanded work to be performed under this Contract is set forth in Exhibit A-2 “Scope of Work for the Combined State Rehabilitation Improvements” and Exhibit B-2 “CONSULTANT’S APPROVED COST PROPOSAL for Combined State Rehabilitation Improvements” dated October 30, 2017, to combine the separate State work that includes Roadway Rehabilitation along I-10 from Los Angeles County line to Interstate 15 (I-15) junction (EA 1H321) and install double-luminaire lighting, replace sign panels and install high mast lighting along I-10 in the city of Ontario from 0.2 mile west of 4th street undercrossing to 0.2 mile east of I-15 JCT (EA 1F550) improvements as requested by CALTRANS for inclusion as part of PROJECT.”

- 2. Edit paragraph 5.1 to increase the total not to exceed contract amount to be equal to forty-eight million dollars (\$48,000,000). Except as to the amount amended here, all other provisions in paragraph 5.1 remain in full force and effect and are incorporated herein by this reference.
- 3. Except as amended by this Amendment No. 2, all other provisions of the Contract and previous amendment shall remain in full force and effect and are incorporated herein by this reference.
- 4. The Amendment No. 2 is effective upon execution by SBCTA.

**IN WITNESS WHEREOF**, the Parties have duly executed this Amendment No. 2 below.

**HNTB Corporation**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
HNTB Corporation

By: \_\_\_\_\_  
Raymond W. Wolfe, Ph.D.  
Executive Director

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

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

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

**CONCURRENCE:**

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

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

Attachment: 16-1001530-02 (4355 : I-10 Contract 1 - HNTB Amendment, CT DB Amendment)



## EXHIBIT A-2

### SCOPE OF WORK (SOW) for the Combined State Rehabilitation Improvements for

**Roadway Rehabilitation along I-10 from Los Angeles County line to Interstate 15 (I-15) junction (EA 1H321) and install double-luminaire lighting, replace sign panels and install high mast lighting along I-10 in the city of Ontario from 0.2 mile W/O 4th street undercrossing to 0.2 mile E/O I-15 JCT (EA 1F550)**

The scope of work amends the original PCM Contract Scope of Services included in Contract No. 16-1001530, Exhibit A, executed on May 2, 2017 to include the Additional Pavement Rehabilitation Improvements. Additional Project Initiation Proposal (PIP) No. 4315, was initiated and prepared by the District 8 Office of Maintenance Engineering to obtain State approval for the development of a Project Initiation (PID). The PIP identified the need for additional funding through 201.122 SHOPP to complete the pavement rehabilitation of existing I-10 lanes 3 and 4, auxiliary lanes and bridge approaches.

A portion of the State Pavement Rehabilitation Improvements (Segment 1) is within the limits of the I-10 Corridor Contract 1 Project being developed by SBCTA. For Contract 1, the Request for Proposals (RFP) was released in July 2017 and the Design Build contract is expected to be awarded in July 2018. Segment 1, under EA 1H321 is recommended to be amended into the existing 2016 SHOPP in order to be included with Contract 1. The amended SHOPP Program was approved by California Transportation Commission on October 17, 2017.

#### **A. Project Management**

As related to the combined State rehabilitation improvements and under SBCTA's direction, in coordination with Caltrans, provide overall management of Project activities and support for agency agreements, procurements and negotiations, contract awards and contract management, project controls, toll system planning and installation, right-of-way (ROW) engineering and acquisition, utility relocation, final design, construction, environmental permitting, safety, quality, public outreach, and other Project activities. These Project management responsibilities include overseeing the activities of the DB, environmental mitigation, and other contracts further defined in this SOW:

##### **A.1 Project Management**

As related to the combined State rehabilitation improvements and under SBCTA's direction, perform the coordination, communication, oversight, and compliance monitoring in addition to and compatible with the PCM's original scope as stipulated within the Project Management activities detailed in the original Contract No. 16-1001530, Section A.1, executed on May 2, 2017 (Exhibit A).

## A.2 Project Administration

As related to combined State rehabilitation improvements, and under SBCTA's direction, provide administrative personnel and perform general office management and administration for the duration of the PCM contract term in addition to and compatible with the PCM's original scope as stipulated within the Project Administration responsibilities detailed in the original Contract No. 16-1001530, Section A.2, executed on May 2, 2017 (Exhibit A).

## A.3 Project Information and Development of Plans

As related to the combined State rehabilitation improvements, Consultant shall obtain and review relevant Project information and prepare various plans in addition to and compatible with the PCM's original scope as stipulated within the Project Information and Development of Plans tasks detailed in the original Contract No. 16-1001530, Section A.3, executed on May 2, 2017 (Exhibit A).

## A.5 Owner Verification (OV)

As related to combined State rehabilitation improvements, and under SBCTA's direction, in coordination with Caltrans OV activities required by AB 401, Consultant shall be responsible for the administration, support and oversight of Project OV quality for Combined State rehabilitation improvements to ensure DB and TSP contract compliance in addition to and compatible with the PCM's original scope as stipulated within the Owner Verification (OV) responsibilities detailed in the original Contract No. 16-1001530, Section A.5, executed on May 2, 2017 (Exhibit A).

On behalf of SBCTA, Consultant shall collaborate closely with Caltrans to cooperatively merge and integrate its quality responsibilities as one "I-10 Team" to implement an efficient OV program for the Combined State rehabilitation improvements for the Project. Consultant shall support SBCTA and provide the appropriate administrative support, staff and reporting requirements with the aim of streamlining effective OV procedures and avoiding duplicative efforts for Combined State rehabilitation improvements in addition to and compatible with the PCM's original scope as stipulated within the Owner Verification (OV) responsibilities detailed in the original Contract No. 16-1001530, Section A.5, executed on May 2, 2017 (Exhibit A).

Quality activities include but are not limited to:

- In coordination with SBCTA and Caltrans, the Consultant is anticipated to utilize the OV Management Hub along with the Consultant's Risk Based Audit Program (RBAP) to implement and support a comprehensive, Project-wide OV program. Upon mobilization, the Consultant shall coordinate with SBCTA and Caltrans to modify, customize and implement the database to provide the required checklists, inputs/outputs, reports, etc. to properly track all related OV activities, findings, trends, non-compliance issues, and resolutions for the DB and TSP contracts;

## **A.7 Project Support and Other Services**

As related to the combined State rehabilitation improvements, Consultant shall perform tasks and duties in addition to and compatible with the PCM's original scope as stipulated within the Project Support and Other Services detailed in the original Contract No. 16-1001530, Section A.7, executed on May 2, 2017 (Exhibit A).

## **A.9 Agency Agreements and Stakeholder Coordination**

As related to combined State rehabilitation improvements and under SBCTA direction, the Consultant will work with SBCTA and its legal advisors to review and assist with developing agency agreements in addition to and compatible with the PCM's original scope as stipulated within the Agency Agreements and Stakeholder Coordination detailed in the original Contract No. 16-1001530, Section A.9, executed on May 2, 2017 (Exhibit A).

## **B. Design Management**

Under SBCTA's direction, in coordination with Caltrans, Consultant shall provide day-to-day management of planning, design review, and oversight activities for the combined State rehabilitation improvements for the Project including coordinating with stakeholders and affected agencies on technical issues relating to utilities, ROW acquisition, third-party coordination, and environmental mitigation in addition to and compatible with the PCM's original scope as stipulated within the Agency Agreements and Stakeholder Coordination detailed in the original Contract No. 16-1001530, Section B, executed on May 2, 2017 (Exhibit A).

Consultant shall assist with review and development of the Request for Proposal (RFP) documents, Technical Provisions, Reference Information Documents and all other pertinent attachments related to the combined State rehabilitation improvements in addition to and compatible with the PCM's original scope as stipulated within the Agency Agreements and Stakeholder Coordination detailed in the original Contract No. 16-1001530, Section B, executed on May 2, 2017 (Exhibit A). Consultant shall participate in the evaluations of the DB submitted documents, review proposals and provide technical selection recommendations related to the Combined State rehabilitation improvements for the DB contracts in addition to and compatible with the PCM's original scope as stipulated within the Agency Agreements and Stakeholder Coordination detailed in the original Contract No. 16-1001530, Section B, executed on May 2, 2017 (Exhibit A). Consultant, in close coordination with Caltrans, shall perform the following Design management activities:

### **B.1 Design Management**

Under SBCTA's direction, in coordination with Caltrans, perform OV quality reviews of the DB and TSP design submittals and OV technical reviews for approximately 10-20% of each DB design submittal related to the combined State rehabilitation improvements for conformance with the approved Design Quality Management Plan in addition to and compatible with the PCM's original scope as stipulated within the Design Management detailed in the original Contract No. 16-1001530, Section B.1, executed on May 2, 2017 (Exhibit A).

## **B.2 Design Support**

As related to combined State rehabilitation improvements, review design concept drawings, review available Project data and information, review and understand the Geometric Approval Drawings (GADs), provide preliminary design support, monitor compliance, coordinate and communicate as stipulated within the Design Support detailed in the original Contract No. 16-1001530, Section B.2, executed on May 2, 2017 (Exhibit A).

## **B.3 Structures**

As related to combined State rehabilitation improvements, under SBCTA's direction and in coordination with Caltrans, Consultant shall perform tasks, including review identification and OV technical review services in addition to and compatible with the PCM's original scope as stipulated within the Structures responsibilities detailed in the original Contract No. 16-1001530, Section B.3, executed on May 2, 2017 (Exhibit A).

## **B.4 Roadway & Drainage**

As related to the combined State rehabilitation improvements, under SBCTA's direction and in coordination with Caltrans, Consultant shall perform tasks, including review, identification and OV technical review services in addition to and compatible with the PCM's original scope as stipulaed within the Roadway & Drainage responsibilities detailed in the original Contract No. 16-1001530, Section B.4, executed on May 2, 2017 (Exhibit A).

## **B.5 Maintenance of Traffic**

As related to the combined State rehabilitation improvements, under SBCTA's direction and in coordination with Caltrans, Consultant shall perform tasks, including review and OV technical review services in addition to and compatible with the PCM's original scope as stipulated within the Maintenance of Traffic responsibilities detailed in the original Contract No. 16-1001530, Section B.5, executed on May 2, 2017 (Exhibit A).

Not applicable.

## **B.11 Environmental & Permits**

As related to the combined State rehabilitation improvements and under SBCTA's direction, in coordination with Caltrans, Consultant shall provide environmental oversight, support, monitoring, compliance, and coordination of DB's environmental obligations and commitments under the contract, including SBCTA's obligations and requirements with resource agencies in addition to and compatible with the PCM's original scope as stipulated within the Environmental & Permits responsibilities detailed in the original Contract No. 16-1001530, Section B.11, executed on May 2, 2017 (Exhibit A).

### **B.13 Survey & ROW Engineering**

As related to the combined State rehabilitation improvements and under SBCTA's direction, in coordination with Caltrans, Consultant shall provide surveying work, including review of LIDAR mapping in addition to and compatible with the PCM's original scope as stipulated within the Survey & ROW Engineering responsibilities detailed in the original Contract No. 16-1001530, Section B.13, executed on May 2, 2017 (Exhibit A):

### **D. Contracts Management and Procurement Services**

As related to the combined State rehabilitation improvements and under SBCTA's direction, in coordination with Caltrans, Consultant shall provide contracts management and administration services to monitor performance by the DB to the requirements of their respective contracts in addition to and compatible with the PCM's original scope as stipulated within the Contract management and Procurement services detailed in the original Contract No. 16-1001530, Section D, executed on May 2, 2017 (Exhibit A). This includes all aspects of the contract, for example, the Disadvantage Business Enterprise (DBE) subcontracting performance, labor compliance, administration of change management processes, and claims support on behalf of SBCTA.

As related to the combined State rehabilitation improvements and in support of SBCTA, define, prepare, and administer procurements for DB and environmental mitigation contracts, and other procurements as required for the Project development and/or operations and maintenance in addition to and compatible with the PCM's original scope as stipulated within the Contract management and Procurement services detailed in the original Contract No. 16-1001530, Section D, executed on May 2, 2017 (Exhibit A).

#### **D.1 Contracts Management**

As related the combined State rehabilitation improvements, under SBCTA's direction and in coordination with Caltrans, Consultant shall perform tasks in addition to and compatible with the PCM's original scope as stipulated within the Contracts Management responsibilities detailed in the original Contract No. 16-1001530, Section D.1, executed on May 2, 2017 (Exhibit A)

#### **D.2 Contract Administration**

As related to the combined State rehabilitation improvements, under SBCTA's direction and in coordination with Caltrans, Consultant shall perform tasks in addition to and compatible with the PCM's original scope as stipulated within the Contract Administration responsibilities detailed in the original Contract No. 16-1001530, Section D.2, executed on May 2, 2017 (Exhibit A)

#### **D.3 Procurement Services**

As related to the combined State rehabilitation improvements, and under SBCTA direction, provide broad procurement support for the DB, environmental mitigation, and other contracts as necessary to develop, design, build, operate, and maintain the Additional Pavement Rehabilitation Improvements. Consultant

shall participate in the development of a procurement strategy, assist in the development of solicitations by refining SOWs and technical documents, review and provide input on procurement documents to SBCTA's general counsel as required to implement the combined State rehabilitation improvements. Consultant shall perform broad procurement support tasks related to the combined State rehabilitation improvements in addition to and compatible with the PCM's original scope as stipulated within the Procurement Services responsibilities detailed in the original Contract No. 16-1001530, Section D.3, executed on May 2, 2017 (Exhibit A).

In addition to broad procurement support, procurement services related to the combined State rehabilitation improvements shall include:

- Incorporate the combined State rehabilitation improvements into the detailed work plan for SBCTA's timely development, review of and collaboration on procurement documents
- Prepare new technical documents, including exhibits and maps that describe the combined State rehabilitation improvements work for inclusion in the procurement.
- Develop alternative procurement schedules that incorporate the combined State rehabilitation improvements work into the schedule to meet overall Project development and operations and maintenance schedule goals;

#### **D.4 Labor Compliance – Disadvantaged Business Enterprise (DBE)**

As related to the combined State rehabilitation improvements, Consultant shall support the preparation of the Project bid/contract specifications containing appropriate and current language concerning State prevailing wage requirements, Federal Davis-Bacon Act requirements and apprentice requirements, and provisions to be included in the DB and other contracts as applicable. Services include responding to contractor comments and providing technical assistance on all labor compliance requirements, as necessary. As related to the combined State rehabilitation improvements, Consultant shall perform tasks in addition to and compatible with the PCM's original scope as stipulated within the Labor Compliance responsibilities detailed in the original Contract No. 16-1001530, Section D.4, executed on May 2, 2017 (Exhibit A)

#### **D.5 Document Controls Management**

As related to the combined State rehabilitation improvements, under SBCTA's direction, in coordination with Caltrans, consultant shall provide, implement and maintain a SBCTA-Consultant document collaboration portal for all Project communications. As related to the State Additional Pavement Rehabilitation Improvements, Consultant shall perform tasks in addition to and compatible with the PCM's original scope as stipulated within the Document Controls Management responsibilities detailed in the original Contract No. 16-1001530, Section D.5, executed on May 2, 2017 (Exhibit A)

## E. Project Controls

As related to the combined State rehabilitation improvements, under SBCTA's direction, and in coordination with Caltrans, provide overall Project controls management, administration, and oversight services related to the cost, scheduling, estimating, and document management requirements for the PCM, DB, TSP, and other related Project contracts including the necessary plans, procedures, tools, processes, and tasks for ongoing planning, budgeting, and control of the Project in addition to and compatible with the PCM's original scope as stipulated within the Project Controls responsibilities detailed in the original Contract No. 16-1001530, Section E, executed on May 2, 2017 (Exhibit A).

The specific Project controls activities planned include the following:

### E.1 Project Controls Management

As related to the combined State rehabilitation improvements, under SBCTA's direction, and in coordination with Caltrans, Consultant shall perform review and management of the budget, cost engineering, scheduling, estimating, and document controls processes and procedures, reporting, periodic reviews and analyses in addition to and compatible with the PCM's original scope as stipulated within the Project Controls Management responsibilities detailed in the original Contract No. 16-1001530, Section E.1, executed on May 2, 2017 (Exhibit A)

### E.2 Cost Engineering

As related to the combined State rehabilitation improvements, under SBCTA's direction, and in coordination with Caltrans, Consultant shall perform invoices, budgeting, compliance monitoring and reporting in addition to and compatible with the PCM's original scope as stipulated within the Cost Engineering responsibilities detailed in the original Contract No. 16-1001530, Section E.2, executed on May 2, 2017 (Exhibit A)

### E.3 Scheduling

As related to the combined State rehabilitation improvements, under SBCTA's direction, and in coordination with Caltrans, Consultant shall prepare and maintain project schedules, provide analyses, and monitor contract compliance in addition to and compatible with the PCM's original scope as stipulated within the Scheduling responsibilities detailed in the original Contract No. 16-1001530, Section E.3, executed on May 2, 2017 (Exhibit A)

Specifically, as related to the combined State rehabilitation improvements,

- Provide schedule analyses of project staging scenarios and schedule impacts of incorporating the design and construction of the combined State rehabilitation improvements, as required, to address schedule issues and concerns resulting from Project activities, either of Caltrans, SBCTA, and/or Consultant, or of the DB and TSP. In addressing issues, determine and recommend recovery actions, including resource and cash flow requirements;

- Review the DB and TSP design and construction schedule to monitor compliance with their contracts as related to the combined State rehabilitation improvements, and incorporate their schedules into the master program schedule. Provide analysis and document all schedule changes and their impacts to the baseline schedule, and request and analyze recommendations of DB and/or TSP recovery plans;

#### **E.4 Cost Estimating**

As related to the combined State rehabilitation improvements, under SBCTA's direction, and in coordination with Caltrans, Consultant shall review, prepare and update cost estimates, review CCOs, and provide estimating support in addition to and compatible with the PCM's original scope as stipulated within the Cost Estimating responsibilities detailed in the original Contract No. 16-1001530, Section E.4, executed on May 2, 2017 (Exhibit A)

#### **F. Construction Management**

As related to the combined State rehabilitation improvements, under SBCTA's direction, and in coordination with Caltrans, provide Construction Management services for supporting construction OV administration and compliance to contract requirements by the DB and TSP in addition to and compatible with the PCM's original scope as stipulated within the Construction Management responsibilities detailed in the original Contract No. 16-1001530, Section F, executed on May 2, 2017 (Exhibit A).

In accordance with Assembly Bill 401, the Consultant shall provide administrative management, staff and related support services necessary to complement and facilitate the Caltrans construction OV effort as outlined within Section A.5 in addition to and compatible with the PCM's original scope as stipulated within the Construction Management responsibilities detailed in the original Contract No. 16-1001530, Section F, executed on May 2, 2017 (Exhibit A). Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive team environment and collaborative relationship with Caltrans in efficiently and jointly performing construction OV tasks.

These services include:

##### **F.1 Construction Management**

As related to the combined State rehabilitation improvements, under SBCTA's direction and in coordination with Caltrans, Consultant shall perform tasks, including staffing, monitoring, reporting, field monitoring, change management, review and certification in addition to and compatible with the PCM's original scope as stipulated within the Construction Management responsibilities detailed in the original Contract No. 16-1001530, Section F.1, executed on May 2, 2017 (Exhibit A)

##### **F.2 Construction Services & Administration**

As related to the combined State rehabilitation improvements, under SBCTA's direction and in coordination with Caltrans, Consultant shall perform tasks ,



including distribution of information, Project recordkeeping, research, correspondence, coordination and management in addition to and compatible with the PCM's original scope as stipulated within the Construction Services & Administration responsibilities detailed in the original Contract No. 16-1001530, Section F.2, executed on May 2, 2017 (Exhibit A)

### **F.3 Roadway Construction Oversight**

As related the combined State rehabilitation improvements, under SBCTA's direction and in coordination with Caltrans, Consultant shall perform tasks, including monitoring, coordination, assessment, compliance, support, change management, oversight and review in addition to and compatible with the PCM's original scope as stipulated within the Roadway Construction Oversight responsibilities detailed in the original Contract No. 16-1001530, Section F.3, executed on May 2, 2017 (Exhibit A)

### **F.4 Structures Construction Oversight**

As related the combined State rehabilitation improvements, under SBCTA's direction and in coordination with Caltrans, Consultant shall perform tasks, including monitoring, coordination, assessment, oversight and review in addition to and compatible with the PCM's original scope as stipulated within the Structures Construction Oversight responsibilities detailed in the original Contract No. 16-1001530, Section F.4, executed on May 2, 2017 (Exhibit A).

### **F.6 Office Engineering**

As related the combined State rehabilitation improvements, under SBCTA's direction and in coordination with Caltrans, Consultant shall perform tasks, including coordination, monitoring, administration, quantity calculations, issue resolution, tracking and site investigation in addition to and compatible with the PCM's original scope as stipulated within the Office Engineering responsibilities detailed in the original Contract No. 16-1001530, Section F.6, executed on May 2, 2017 (Exhibit A)

## *Minute Action*

AGENDA ITEM: 11

**Date:** *January 4, 2018*

**Subject:**

Interstate 10 Corridor Contract 1 Operating Agreements

**Recommendation:**

That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve Cooperative Agreement No. 18-1001830 with the California Department of Transportation (Caltrans), substantially in the form attached provided the final agreement is approved as to form by SBCTA General Counsel, for the Toll Facility Agreement (TFA) for the Interstate 10 (I-10) Corridor Contract 1 Express Lanes Project, which designates the San Bernardino County Transportation Authority (SBCTA) as the operating agency for the express lanes project.

B. Approve Memorandum of Understanding (MOU) No. 18-1001831 with Caltrans, substantially in the form attached provided the final agreement is approved as to form by SBCTA General Counsel, for Project Fiber Optic Infrastructure Sharing Agreement for the I-10 Corridor Contract 1 Express Lanes Project, which allows both SBCTA and the State to maximize the shared beneficial use of the communications infrastructure system for the project.

C. Approve Cooperative Agreement No. 18-1001833 with Caltrans, substantially in the form attached provided the final agreement is approved as to form by SBCTA General Counsel, for the Traffic Operations Agreement and use of the District 8 Transportation Management Center (TMC) for the I-10 Corridor Contract 1 Express Lanes Project, which provides SBCTA an operations facility for the project for a not-to exceed cost of \$60,000 per year.

D. Approve Cooperative Agreement No. 18-1001854 with the Transportation Corridor Agencies (TCA) for the provision of toll transaction and violation processing, customer service and account management, and other toll operations related services for Express Lanes within San Bernardino County; waive the five year contract term limit in Policy 11000 for Agreement No. 18-1001854 which remains in effect until terminated; and annually, and as necessary, authorize the Executive Director to approve the TCA contract value which will be based on contract terms and current express lane volume and transactions.

E. Approve MOU No. 18-1001855 with Western Region Toll Operators to facilitate coordination of tolling interoperability, technology, operating policies, customer service and other issues affecting tolling in the Western Region.

**Background:**

In May 2017, Caltrans approved the I-10 Corridor Project and certified the Final Environmental Impact Report/Environmental Impact Statement (EIR) which identified Alternative 3 as the Preferred Alternative. The Project Development Team (PDT) also identified the SBCTA Locally Preferred Alternative, Alternative 3, as the Preferred Alternative in June 2016 after

*Entity: San Bernardino County Transportation Authority*

comparing the various study results for each alternative. The PDT summarized that Alternative 3 provides the most vehicle throughput and travel time savings along the corridor, maximizes performance of the existing system, and offers sustainable trip reliability which accommodates long term congestion management. On May 22, 2017, Caltrans filed the Notice of Determination with the Office of Planning and Research as required by the California Environmental Quality Act (CEQA). On the same date Caltrans filed a Notice of Completion & Environmental Document Transmittal with the State Clearinghouse. The I-10 Corridor Project, as defined in the EIR, was approved pursuant to the National Environmental Policy Act (NEPA) and Caltrans adopted a Record of Decision (ROD) under NEPA on July 6, 2017. Staff is currently working with the Project and Construction Management (PCM) team on procurement activities for the portion of the I-10 Corridor Project from the Los Angeles/San Bernardino county line to approximately the Interstate 15 (I-15) freeway (I-10 Corridor Contract 1 Project).

In addition, on July 12, 2017, the SBCTA Board of Directors considered the I-10 Corridor Contract 1 Project Final Environmental Impact Report/Environmental Impact Statement (EIR); approved a resolution adopting findings and facts in support of the Mitigation Monitoring and Reporting Program and approved the I-10 Corridor Project as defined in the EIR; approved the Right of Way (ROW) and Design Build Cooperative Agreement with Caltrans, and programming for the I-10 Corridor Contract 1 Project; approved ROW acquisition for I-10 Corridor Contract 1 Project; approved an incentive program for ROW acquisition for I-10 Corridor Contract 1 Project; and authorized the Director of Project Delivery, or her designee, to update the ROW parcel listing from time to time with additions or deletions as necessary for I-10 Corridor Contract 1 Project, provided the parcels are environmentally cleared. The first portion of the I-10 Corridor Express Lanes to be constructed will be the I-10 Corridor Contract 1 Project, approximately 10 miles in length from the Los Angeles county line to the I-15 interchange, with an anticipated opening date of fall 2022. The following agenda item includes a combination of State and Regional operating agreements that are necessary for SBCTA to continue forward with the implementation of the I-10 Contract 1 Project.

### **Recommendations A thru C:**

In order to proceed with the implementation of the I-10 Contract 1 Project, staff recommends that the Board approve a Toll Facility Agreement (TFA); an MOU for the Fiber Optic Infrastructure Sharing Agreement; and a Traffic Operations Agreement with Caltrans for the I-10 Corridor Contract 1 Express Lanes Project.

The TFA is required to provide the State authorization to implement and operate express lanes on a mainline freeway. This agreement represents SBCTA's real property lease for the express lanes and identifies SBCTA as the representative responsible for the construction, operations and maintenance of the express lane facility for I-10 Contract 1 segment extending from the LA County line to the I-15 interchange. The term of the agreement will extend for 50 years in accordance with the SBCTA financial plan, to facilitate the express lane operations and collection of future toll revenues required to finance the facility, pay back the TIFIA loan and all related project costs. Related with the TFA, a future Freeway Maintenance Agreement (FMA) required to delineate SBCTA's plan of operation and maintenance for the express lane facility, is planned for Board approval in 2018, and will outline the specific roles, responsibilities and costs for facility maintenance.

The MOU for the Fiber Optic Infrastructure Sharing Agreement is required to allow both the State and SBCTA to mutually share their fiber optics communication network system. This will provide SBCTA's fiber communication network with an additional redundant back-up infrastructure system, which feeds the critical express lanes revenue collection system to the SBCTA back office. This will offer SBCTA an additional protection to help avoid any potential loss of revenue in the event of a power outage or other system failure.

The Traffic Operations Agreement with the State for the I-10 Corridor Contract 1 is required to provide SBCTA's operations facility that will act as the Back Office System (BOS) and house SBCTA's staff that will actively monitor and manage the facility on a daily basis. To accomplish this, staff has coordinated closely with the State District 8 team to plan for the shared use and lease of part of the existing Transportation Management Center (TMC) in Fontana, California. This will efficiently provide SBCTA's express lane operations facility a state-of-the-art facility, equipped to remain safe under a significant earthquake event with backup systems to handle power outages, emergencies, and natural disasters. Additional benefits are significant in that the State's TMC staff and the California Highway Patrol (CHP) also are located at the same location and will be able to quickly monitor and engage the necessary support immediately upon any minor or significant mainline freeway traffic incidents along the I-10 Contract 1. The State has provided an estimated not to exceed cost of \$60,000 per year to provide this facility to SBCTA.

**Recommendation D:**

Recommendation D pertains to the approval of a cooperative agreement with the Transportation Corridor Agencies (TCA) for the provision of toll transaction and violation processing, customer service and account management, and other toll operations related services for Express Lanes within San Bernardino County.

In reviewing options for operating the initial I-10 Corridor Contract 1 Express Lanes, SBCTA staff has identified that significant cost savings could be achieved by partnering with another operating regional toll agency, while reducing risk to delivering and operating the project. These factors led staff to investigate options for contracting out part of the toll operations to another regional toll agency, referred to as a "shared" approach. The Transportation Corridor Agencies (TCA) was identified as an ideal partner for SBCTA, as the scale of the TCA operations and extensive operating experience appeared to hold the most potential for cost savings and operating risk mitigation for SBCTA. TCA operating and business rules are also similar to those proposed for SBCTA, including the use of video tolling as a means for toll collection.

Partnering with TCA under this "shared" approach has the potential to save approximately \$2.4 million in capital cost and up to \$800,000 per year in annual operating costs when compared to the cost of SBCTA establishing its own "stand-alone" tolling operation. A "shared" approach to toll operations is not new in the toll industry. Agencies in California and throughout the United States have used a similar approach to launch their tolling projects, and it is a proven method to leverage existing operations to reduce project risks and costs.

Detailed information related to this “shared” approach has been shared with the I-10 and I-15 Joint Sub-Committee during the June 9, 2016, November 10, 2016, February 9, 2017 and October 12, 2017 meetings. A summary of this information follows below, and the agreement itself is attached to this agenda item.

#### Electronic Toll Collection System

Each Express Lanes facility requires specific equipment and systems, known as the Electronic Toll Collection System, for the capture and collection of toll revenue on that facility. For the I-10 Express Lanes project and potentially on the I-15 Express Lanes project if approved, SBCTA will need an electronic toll collection system that consists of the following:

- **Toll Lane Collection System**, which consists of equipment and software to accurately identify and track vehicles traveling in the Express Lanes. This system will assess the toll transaction (determined by the level of congestion and the distance traveled) to the vehicle’s transponder or the license plate (video tolling).
- **Toll Back Office System and Customer Service Center Operations (BOS/CSC)**, which consists of systems and staff to process all toll transactions, handle all customer contacts and customer account management, provide financial tracking and reporting, manage violation processing and other external customer communications.

The systems and operations described above have capital and ongoing costs associated with their implementation, operation and maintenance.

The Toll Lane Collection System is specific to the corridor, and will be procured, installed and tested under the Toll Service Provider (TSP) procurement currently underway for I-10 Corridor Contract 1. The Toll Lane Collection System also has a requirement for continuous monitoring and maintenance to ensure vehicle identification and revenue collection, so there are ongoing operating costs once the system is launched.

The BOS/CSC is typically located at a single location and the back office system can support multiple toll facilities. Once the BOS/CSC systems and operations are established, the ongoing lease, software maintenance and staff become fixed costs with limited flexibility.

#### Shared versus Stand-Alone Approach

The BOS/CSC systems can be procured under either a “stand-alone” or a “shared” approach. Under the stand-alone approach, the toll lane collection system, BOS and CSC are designed, installed and operated under direct contract with the tolling agency. Under a shared approach, some or all of the above services are procured via an Inter-Agency cooperative agreement to provide the needed services. Staff analysis has indicated that a stand-alone approach may not be the most cost-effective approach when considering only a 10-mile portion of the I-10 Corridor, i.e. the Express Lanes contained within I-10 Corridor Contract 1.

As such, staff reviewed whether a shared approach could result in cost savings for the initial years of the I-10 Corridor Contract 1 operations. The Toll Lane Collection System does not allow for cost saving alternatives due to it being physically located on the roadway, but there are options with the BOS/CSC since one system can support multiple tolling projects. Many of the

regional toll agencies have existing BOS/CSC that can be potentially leveraged by SBCTA as a means to reduce operating costs. In reviewing options, TCA appeared to be the best fit for SBCTA in terms of both potential cost savings and similarity in tolling operations.

The benefits to SBCTA from this partnership are summarized as follows:

- **Cost Savings:** The economies of scale that result from partnering with a large tolling agency will save both capital and annual operating cost. Capital cost is reduced by eliminating installation of a customer service system, as many of the fixed costs associated with transaction processing and customer service will already be in place at TCA. Operating cost is reduced by leveraging ongoing toll collection cost across a much larger transaction and account base with TCA, which reduces the estimated per-transaction cost compared to SBCTA installing a “stand-alone” system. Staff estimates the savings from the “shared” approach to be approximately \$2.4 million in capital cost and up to \$800,000 per year in ongoing operating expenditures.
- **Reduced Operating Risk:** Partnering with TCA will also reduce SBCTA’s start-up and operational risks, since the TCA back office system will be in operation and processing toll transactions well in advance of the I-10 Express Lanes opening. Additionally, TCA’s extensive toll operating experience has led to the development of proven, efficient toll collection and customer service business processes.
- **Consistency with Other TOLled Facilities:** Utilizing a consistent transponder and video tolling approach is likely to improve the SBCTA Express Lanes customer experience, as many customers will already have experience using the TCA toll roads or similar type facility. Specifically, TCA’s Express Toll accounts provide regional consistency and a proven approach to video tolling.

#### Cooperative Agreement Summary

Under this cooperative agreement, TCA will provide the following:

- Toll transaction processing for payment, including both transponder-based and video tolling, as well as violation processing.
- Customer service and account management.
- Financial reconciliation.
- Associated management and administrative support.

SBCTA provides the billable transactions to TCA from the SBCTA toll lane collection system, and will reimburse TCA on a per-transaction basis for both toll transaction processing, as well as violation processing. The per-transaction cost would be jointly-reviewed by TCA and SBCTA periodically, and would be adjusted to capture any decrease or increase in the average per-transaction cost, ensuring fairness for both agencies. SBCTA would also reimburse TCA for any additional costs borne by TCA specific to the SBCTA I-10 Express Lanes.

The initial period of performance is three years, and the cooperative agreement would remain in effect until terminated by either SBCTA or TCA under the conditions laid out in the agreement.

As additional Express Lanes segments open on the I-10 and I-15 corridors, the increased transaction levels could enable SBCTA to cost-effectively staff and operate a stand-alone transaction processing and customer service facility. The cost/benefit analysis of transitioning to such a “stand-alone” approach could be performed by staff following the initial years of operation.

#### Proven Approach

Contracting with another, existing regional toll agency is an approach being used by other toll facilities in California and throughout the United States. For example, the Bay Area Toll Authority (BATA) provides BOS/CSC services for the Bay Area bridges, but it also supports other regional mobility authorities with their express lanes projects such as Santa Clara Valley Transportation Authority’s State Route 237 Express Lanes and Alameda County Transportation Commission’s I-580 Express Lanes. Nationally, Colorado, Texas, and Virginia, centralize the BOS/CSC for both toll roadway and express lanes facilities.

#### Conclusion

By partnering with TCA, SBCTA will reduce capital and operating costs for the I-10 Corridor Contract 1 Express Lanes, while reducing operating risks and providing enhanced regional tolling consistency. Staff recommends approval of this cooperative agreement with the Transportation Corridor Agencies (TCA) contained within Recommendation D for the provision of toll transaction and violation processing, customer service and account management, and other toll operations related services for Express Lanes within San Bernardino County.

#### **Recommendation E:**

The Western Region Toll Operators (WRTO) is a collaborative organization composed of the Western Region's toll facility operators/owners and states in the Western Region with interest in tolling. The Western Region is defined as the following states and provinces: Alaska, Arizona, British Columbia, California, Hawaii, Idaho, Oregon, Montana, Nevada, Utah, and Washington. Other tolling organizations may participate as approved by WRTO. WRTO is the primary resource for interoperability and coordination among tolling facilities, and for education and advocacy regarding tolling in the Western Region. WRTO members communicate regularly on issues of interoperability, technology, operating policies, customer service, the legislative, administrative and regulatory framework for tolling, and other issues affecting tolling in the Western Region.

WRTO membership is broken into two categories: Tolling Members and Partner Members. Toll agencies or entities operating at least one toll facility in the Western Region, collecting toll revenues with cash and/or with an electronic payment method participate as Tolling Members. Agencies with an interest in tolling interoperability in the Western Region may participate as a Partner Members.

Recommendation E pertains to SBCTA joining the WRTO as a Partner Member. Participation with WRTO will enable SBCTA to coordinate and provide input on issues affecting the future Express Lanes projects within San Bernardino County, including I-10 Corridor Contract 1.

Board of Directors Agenda Item  
 January 4, 2018  
 Page 7

Staff is recommending approval of the five recommendations.

***Financial Impact:***

This item is consistent with the Fiscal Year 2017/2018 Budget under Task No. 0820 Freeway Projects, Sub-task No. 0823 I-10 Corridor Phase I. The funding source is Toll Revenue.

***Reviewed By:***

This item was reviewed and recommended for approval (15-2-0; Opposed: Rutherford and Hagman) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. Information related to the TCA cooperative agreement referenced in Recommendation D was shared with the I-10 and I-15 Joint Sub-Committee during the June 9, 2016, November 10, 2016, February 9, 2017, and October 12, 2017, meetings. SBCTA General Counsel and Procurement Manager have reviewed this item, the draft MOUs, and draft Agreements.

***Responsible Staff:***

Paula Beauchamp, Director of Project Delivery

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Approved  
 Board of Directors  
 Date: January 4, 2018

Witnessed By:

San Bernardino County Transportation Authority



**Contract Summary Sheet**

**General Contract Information**

Contract No: 18-1001830 Amendment No.: \_\_\_\_\_ Vendor No.: 0450  
 Vendor/Customer Name: Caltrans Sole Source?  Yes  No  
 Description: I-10 Toll Facility Agreement  
 Start Date: 01/04/2018 Expiration Date: 01/01/2068 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ -	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ -	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ -

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: Approve Cooperative Agreement No. 18-1001830 with Caltrans

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Chad Costello

Attachment: 18-1001830-CSS - Toll Facility Agreement (4354 : I-10 Contract 1 - TCA Coop, Toll Facilities, Fiber Lease, Western Region MOU)

07-LA-10 44.9/48.3  
 08-SBd-10 0.0/R37.0  
 EA 0C2500  
 PN 0800000040  
 Caltrans Agreement                       
 SBCTA Agreement 18-1001830

**CALTRANS/SBCTA TOLL FACILITY AGREEMENT  
 (INCLUDING REAL PROPERTY LEASE)  
 INTERSTATE 10 CONTRACT 1 EXPRESS LANES IN SAN BERNARDINO COUNTY  
 AGREEMENT NO. 18-1001830**

**1. Parties and Date.**

This Toll Facility Agreement (“Agreement”) entered into effective on \_\_\_\_\_, 201\_\_, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “Caltrans,” and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, referred to herein as “SBCTA.” Caltrans and SBCTA are sometimes referred to herein, individually, as “Party” and, collectively, as the “Parties”.

**2. Recitals.**

2.1 WHEREAS, SBCTA is a county transportation commission responsible for planning and implementing transportation improvements within and adjacent to San Bernardino County.

2.2 WHEREAS, Caltrans is the State agency vested with the ownership of, and which is responsible for the design, construction, maintenance, and operation of the California State Highway System.

2.3 WHEREAS, pursuant to its rights granted under Section 130000, et seq., of the Public Utilities Code, Section 149.11 of the Streets and Highways Code, and Section 6820, et seq., of the Public Contract Code, SBCTA is studying the possible construction of tolled and non-tolled improvements and the potential operation of a toll facility on Interstate 10 (I-10) in order to improve traffic conditions within and adjacent to San Bernardino County.

2.4 WHEREAS, Caltrans is the owner of the State Highway System including the right of way over and on which the toll facility may be constructed. Assuming that the above described project is built and concurrent with the commencement of the term of this Agreement,

as set forth in Section 4.2(a), Caltrans grants a lease to SBCTA for use of the identified portions of the State Highway right of way for the operation and maintenance of the Toll Facility.

2.5 WHEREAS, the Parties have, prior to or concurrent with this Agreement, negotiated and entered into a Design-Build Cooperative Agreement for the potential construction of the Toll Facility (defined below).

2.6 WHEREAS, the purpose of this Agreement is to set forth the roles and responsibilities of Caltrans and SBCTA as relates to the potential use, maintenance, reconstruction, operation and condition on return to Caltrans of the Toll Facility, assuming said Toll Facility is built.

2.7 WHEREAS, the Parties acknowledge that full compliance with the California Environmental Quality Act (“CEQA”), the National Environmental Policy Act (“NEPA”) and other laws are a precondition to any approval or construction of the Project.

2.8 WHEREAS, the Parties acknowledge and agree that nothing in this Agreement commits SBCTA to approving or constructing the Toll Facility, or any portion thereof.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by SBCTA and Caltrans as follows:

### 3. **Definitions.**

3.1 **AVI.** The term “AVI” shall mean a system for automatically identifying vehicles as they pass through a lane of roadway, which may consist generally of:

- (a) Interrogator devices installed in the roadway or on elevated structures located above or near the monitored roadway;
- (b) Transponder devices attached to vehicles which contain, and may transmit to an interrogator device, identifying account information; and
- (c) Any alternative or later generation technology designed to achieve such purpose.

3.2 **Caltrans.** The term “Caltrans” shall be defined as the California Department of Transportation.

3.3 **Caltrans Parties.** The term “Caltrans Parties” shall mean all or any of Caltrans, the designated Caltrans Representative, and any officials, agents and employees of Caltrans.

3.4 **CHP.** The term “CHP” shall refer to the California Highway Patrol or any successor agency charged with law enforcement on the State Highway System.

3.5 **Claims.** The term “Claims” shall mean any costs, claims, damages, demands, losses, expenses, suits or actions brought or liability imposed by law on account of death, personal injury or damage to real or personal property.

3.6 **Critical Safety Standard.** The term “Critical Safety Standard” shall mean a (i) standard adopted and published by the FHWA or Caltrans; (ii) applied to all similarly situated existing State transportation facilities; and (iii) necessary to correct an anticipated or actual imminent and substantial endangerment to life or safety.

3.7 **Days.** The term “Days” shall be defined as calendar days.

3.8 **Design-Build Cooperative Agreement.** The term “Design-Build Cooperative Agreement” shall be defined as that certain separate agreement entered into by and between SBCTA and Caltrans relating to the parties’ respective obligations for the potential design and construction of the Toll Facility and any non-toll facilities, as the same may be amended from time to time

3.9 **Effective Date.** The date on which the term of this Agreement commences, as set forth in Section 4.2(a).

3.10 **Excess Toll Revenue.** The term “Excess Toll Revenue” shall refer to excess toll revenues beyond the expenditure needs for the Toll Facility for the purposes of (i) capital outlay, including, but not limited to, the costs of design, construction, right-of-way acquisition, and utilities adjustment; (ii) operations and maintenance, including, but not limited to, insurance, collection and enforcement of tolls, fees and, charges; (iii) repair, rehabilitation and reconstruction; (iv) indebtedness incurred and internal loans and advances, including related financing costs; (v) reserves; and (vi) administration.

3.11 **Expenditure Plan.** The term “Expenditure Plan” shall refer to the plan to be developed by SBCTA, in consultation with Caltrans, and in accordance with Streets and Highways Code section 149.11(a)(4), for transportation improvements for the I-10 corridor, which plan shall include projected costs, the use of Excess Toll Revenue, and a proposed completion schedule.

3.12 **FHWA.** The term “FHWA” shall refer to the Federal Highways Administration or to any delegatee or successor, as the case may be.

3.13 **General Purpose Lanes.** The term “General Purpose Lanes” shall be defined as those non-tolled, traditional highway improvements, including but not limited to freeway lanes, ramps, shoulders, structures, embankments, cut slopes, drainage facilities, utilities, safety devices, traffic control devices, or signage owned and operated by Caltrans.

3.14 **I-10 Express Lanes.** The term “I-10 Express Lanes” shall be defined as the Toll Facility being considered for construction in San Bernardino County which is the subject of this Agreement.

3.15 **Index.** The term “Index” shall be defined as the Consumer Price Index, All Items for Urban Wage Earners and Clerical Workers in the Los Angeles-San Bernardino County, California Area, 1982-84=100, published by the United States Department of Labor, Bureau of Labor Statistics.

3.16 **Freeway Maintenance Agreement.** The term “Freeway Maintenance Agreement” or “Maintenance Agreement” shall be defined as that certain agreement for maintenance of the Toll Facility to be entered into by and between SBCTA and either Caltrans or another entity selected by SBCTA, assuming the Toll Facility is built, to perform required maintenance of the Toll Facility as further described in this Agreement.

3.17 **Maintenance Standards.** The term “Maintenance Standards” shall be defined as the then applicable published Caltrans maintenance schedules and standards, the Caltrans Maintenance Manual, or any applicable Caltrans guidance of statewide application, which is in effect at that time, to the same extent and manner that Caltrans is applying the same manual or guidance to the maintenance of its own existing facilities of substantially equivalent size, location and character, including the General Purpose Lanes.

3.18 **Major Modifications.** The term “Major Modifications” shall be defined as material changes, alterations, modifications, improvements or additions to the Toll Facility.

3.19 **Minor Modifications.** The term “Minor Modifications” shall be defined as the installation of any new, and not replacement, signs, gantries, and other tolling equipment, traffic control devices and video surveillance and enforcement equipment, and other similar equipment necessary for the safe and efficient operation of the Toll Facility.

3.20 **Project.** The term “Project” shall be defined as the proposed construction of the Toll Facility, and any additional non-toll improvements to the I-10 corridor in San Bernardino County constructed by SBCTA concurrently with construction of the Toll Facility.

3.21 **SBCTA.** The term “SBCTA” shall be defined as the San Bernardino County Transportation Authority.

3.22 **SBCTA Parties.** The term “SBCTA Parties” shall mean all or any of SBCTA, the designated SBCTA Representative, and any officials, agents and employees of SBCTA.

3.23 **State.** The term “State” shall mean the State of California.

3.24 **Toll Facility.** The term “Toll Facility” shall be defined as the pavement comprising the I-10 Express Lanes proposed to be completed in San Bernardino County, once completed and placed into operation, assuming said facility is built, as depicted on Exhibit “A”.

3.25 **Third Party Claim.** The term “Third Party Claim” shall mean a Claim asserted by a person or entity against Caltrans or SBCTA other than a Caltrans Party or an SBCTA Party.

#### 4. **Use of Caltrans’ right of way.**

##### 4.1 Grant of Lease.

(a) Concurrent with the effective date of the term of this Agreement, as set forth in Section 4.2(a) below, Caltrans hereby agrees to grant to SBCTA a lease and such other rights, real property interest or authority for SBCTA to utilize Caltrans’ right of way for the Toll Facility (the “Lease”), assuming said Toll Facility is built. The Caltrans’ right of way that shall

be subject to the Lease is generally described as the existing median within which one to two tolled express lanes will be constructed, as generally described in Exhibit “A” and more particularly legally described in Exhibit “C” (“Leased Property”). The Leased Property will be further detailed and depicted in the schematic roadway layout drawings developed by SBCTA and reviewed by Caltrans as part of the design-build Request For Proposals (RFP) documents for the Toll Facility.

(b) Prior to commencing toll operations on any segment of the Toll Facility, SBCTA shall prepare a draft legal description of that segment of the Toll Facility reflecting the legal description of the real property interests being leased by SBCTA. Upon review and approval of the draft legal description by Caltrans, the approved legal description(s) shall collectively amend and supersede the preliminary description of the Leased Property, as set forth in Exhibit C, and shall reflect the legal description of the real property interests being leased by SBCTA. The Parties shall record a Memorandum of Agreement, or, as applicable, an amendment to any recorded Memorandum of Agreement, to reflect the amended and superseded legal description, once approved. The Parties’ designated representatives are authorized to approve the amended and superseded legal description, by signing and initialing, and attaching to this Agreement as a new Exhibit C.

(c) The Lease shall include any improvements now or hereafter located on the Leased Property. From and after the date of this Agreement, Caltrans shall not sell, convey, transfer, lease or otherwise diminish or encumber its right, title or interest in the real property required for the Toll Facility, so as to inhibit its ability to lease said property to SBCTA as set forth herein.

(d) The Parties recognize the rights conveyed by this Agreement including, without limitation, the Lease, may be over, under or on existing State right of way which crosses several local jurisdictions and which is improved with, among other things, an existing State Highway and other improvements such as local roads and utilities. While SBCTA is granted exclusive use and possession of the surface of the Leased Property for operation of the Toll Facility, it is understood that this Agreement is subject to all existing rights conveyed to others, including, but not limited to, local entities and utilities, and Caltrans is not obligated to clear, remove, relocate or otherwise extinguish the rights of third parties as a condition of this Agreement. Further, the grant of exclusive use and possession of the Leased Property as described in the foregoing sentence is not intended to, and shall not prevent Caltrans from entering the Toll Facility to perform its own surveillance, monitoring, inspections and similar activities, provided that the same do not unreasonably interfere with operation of the Toll Facility. Similarly, this Agreement does not preclude Caltrans from issuing new encroachment permits to third parties nor does it preclude Caltrans from amending or extending the term of existing encroachment permits, provided that SBCTA is first provided notice of any new encroachment permits proposed or amendments to existing encroachment permits, is afforded an opportunity to review and comment on to the issuance/amendment of such permits and provided that such permits do not materially impact SBCTA’s use and operation of the Toll Facility. Moreover, this Agreement does not preclude Caltrans from requesting that existing utilities be relocated or preclude Caltrans from causing utilities to be relocated, provided that SBCTA is first provided notice and an opportunity to review and consent to such relocation, and provided that such relocation does not impact SBCTA’s use and operation of the Toll Facility.

(e) *Care and Protection of State Highways.* This Agreement is specifically subject to the terms and provisions of Division 1, Chapter 3 of the Streets and Highways Code (Streets and Highways Code section 660 et seq.) and any subsequent amendment thereto, as may be applicable.

#### 4.2 Term of Use Rights.

(a) The term of this Agreement and the rights described above in Section 4.1(a) shall be fifty (50) years commencing as of the first day on which the Toll Facility opens for public use and toll operations, assuming said Toll Facility is built.

### 5. **Operational Issues.**

5.1 Operation of Toll Facility. SBCTA shall be responsible for the operation of the Toll Facility including, but not limited to, performing, or causing to be performed, the administrative, toll collection, and traffic management activities associated with the operation of the Toll Facility for use by the general public.

#### 5.2 Incident Management Plan.

(a) The Parties shall develop and mutually agree upon an incident management plan for the Toll Facility.

(b) In implementing the incident management plan, SBCTA may enter onto the General Purpose Lanes without an encroachment permit to remove debris or to perform other activities related to the clean-up of an incident which is not confined to the Toll Facility, provided SBCTA shall conduct any such activities on the General Purpose Lanes consistent with applicable Caltrans standards, including, but not limited to, the policies relating to lane closures.

#### 5.3 Tolls:

(a) SBCTA shall have authority to impose and collect tolls, fees and charges for use of the Toll Facility and entrance onto the Leased Property pursuant to applicable State and federal law. Caltrans shall have no direct right, title and interest in and to the toll revenues.

(b) SBCTA shall have authority to establish and adjust toll pricing without approval from Caltrans and to collect tolls using AVI tolling technology or other technology chosen by SBCTA, provided that any such actions shall be in compliance with applicable State and federal laws and standards.

(c) All toll equipment utilized for the Toll Facility shall be compatible with Title 21 of the California Code of Regulations or future equivalent standard.

5.4 SBCTA shall have the sole right to establish policies and rules governing use of the Toll Facility, including toll systems, vehicle occupancy rules, vehicle classifications, tolling

policies, business rules, toll rates and evasion/enforcement policies, provided that any such policies and rules shall be in compliance with State and federal laws.

#### 5.5 Safety Investigations and Safety Related Improvements.

(a) Caltrans may, at its sole cost, perform safety investigations and analysis relating to the Toll Facility. Caltrans and SBCTA shall cooperatively review the recommendations of the investigations, if any, and jointly determine corrective action necessary, if any, to remedy any identified deficiency or any potential enhancement. SBCTA shall fund and implement the jointly identified corrective action or enhancement to the Toll Facility.

(b) After consultation with SBCTA, including the collaboration described in paragraph (c) below, Caltrans may, if the identified safety issue has a safety index that qualifies the proposed improvement project for funding under the SHOPP 201.010 Program, as detailed in Section 4 of the most recent version of the California Highway Safety Improvement Program (HSIP) Guidelines, or any successor guidance published by Caltrans and adopted pursuant to 23 U.S.C. section 152, issue an order to make a modification to the Toll Facility for safety reasons (a “Safety Improvement Order” or “SIO”).

(c) Caltrans and SBCTA shall work collaboratively on the scope, design and schedule for implementation of Safety Improvement Orders. Caltrans, acting in good faith, shall take into consideration all relevant factors including, but not limited to, the extent of the risk which the modification purports to address, and all concerns of SBCTA as the Party responsible for the Toll Facility during the term of this Agreement. SBCTA, acting in good faith, shall take into consideration all relevant factors including, but not limited to, the extent of the risk which the modification purports to address, and all concerns of Caltrans as the Party generally responsible for the safety of the State Highway System.

(d) Cost for the modifications agreed upon in an SIO shall be negotiated between Caltrans and SBCTA in good faith, and allocated between each Party based on the SIO to be implemented.

(e) The modifications agreed upon shall be implemented by SBCTA in accordance with (i) Caltrans’ normal time frames for safety enhancements of similar scope; or (ii) the SIO. If SBCTA is unable or unwilling to implement an SIO agreed upon by the Parties, Caltrans may unilaterally implement such SIO, and such right shall not be subject to enjoinder per Section 18.6 of this Agreement. Unless otherwise determined pursuant to Section 18.6, SBCTA shall reimburse Caltrans for its actual and reasonable costs associated with the implementation of such SIO, as determined pursuant to paragraph (d) above. Caltrans shall assume all liability for any SIO unilaterally implemented by Caltrans, unless the dispute resolution process set forth in Section 19.6 ultimately results in the determination that the SIO was warranted or appropriate, in which case the provisions of the foregoing sentence shall apply.

#### 5.6 Operation of General Purpose Lanes.

(a) In the case of any major incidents on or blockages of the General Purpose Lanes caused by accidents or debris, Caltrans shall, consistent with available resources and constraints, promptly take reasonable action to assist CHP or the selected law enforcement



agency in performing its duties, consistent with the policies and practices of Caltrans and the relevant law enforcement agency, and Caltrans shall be responsible for its own costs related thereto.

(b) Caltrans shall be responsible for operation and maintenance of the General Purpose Lanes.

(c) Caltrans shall provide SBCTA with ten (10) days prior written notification of any proposed major maintenance, improvement or other modifications to the General Purpose Lanes and shall coordinate the same with SBCTA in order to minimize any disruptions to operation of the Toll Facility and to minimize potential impacts of such activities on the Toll Facility. Caltrans shall provide SBCTA with annual and quarterly maintenance and capital improvement plans and schedules for any work to be performed on the I-10 in the vicinity of the Toll Facility. SBCTA and Caltrans maintenance and operations staff shall meet at such frequency as determined necessary by the Parties, but no less than quarterly, to discuss maintenance and capital improvement plans, and coordination issues.

#### 5.7 Traffic Management – SBCTA Rights and Responsibilities.

(a) SBCTA shall be responsible for traffic management within the Toll Facility and towing in response to incidents located within the Toll Facility. Motorists shall be notified of any closures of the Toll Facility through SBCTA owned CMS or similar means. The Caltrans Traffic Management Center located in San Bernardino (District 8) County shall be notified of closures of the Toll Facility in accordance with a mutually agreed upon incident management plan so that Caltrans can broadcast such closure through its Traveler Information System and ITS field elements.

(b) The Parties agree that SBCTA is authorized to establish and implement additional safety policies, as SBCTA deems necessary, for the Toll Facility in addition to those required by law and this Agreement. Such additional safety policies shall be consistent with applicable law. Oversize, overweight and overlength restrictions shall be set by SBCTA for the Toll Facility, and shall be included in the Traffic Operations Plan. Oversize, overweight and/or overlength permits shall not be issued by SBCTA for vehicles using the State Highway System.

(c) Operations of the Toll Facility may be interrupted as SBCTA may deem necessary or advisable for reasons of, among other things, construction, reconstruction, repair, maintenance, improvement, modification, security, emergency and public safety. SBCTA shall notify Caltrans five (5) days in advance of any planned closure of the Toll Facility. Notification of planned closures shall be made to the Caltrans Traffic Management Center located in San Bernardino County (District 8).

(d) In the case of any major incidents on or blockages of the Toll Facility caused by accidents or debris, SBCTA shall, consistent with available resources and constraints, promptly take reasonable action to assist CHP or the selected law enforcement agency in performing its duties, consistent with the policies and practices of SBCTA and the relevant law enforcement agency, and SBCTA shall be responsible for its own costs related thereto.

(e) As part of the Toll Facility construction, SBCTA will extend Caltrans' existing general purpose lane loop detection system into the Toll Facility for Caltrans's sole use. At turnover of the project's non-toll facilities, SBCTA will have verified all loops systems are in the same working order as at the start of the project and Caltrans will accept the ongoing operations and maintenance of the lane loop detection system, including the loops extended into the Toll Facility.

(f) SBCTA will provide video feeds from the Express Lanes closed circuit television (CCTV) system to the Caltrans Traffic Management System via an SBCTA-provided center-to-center interface. SBCTA will also provide Caltrans available mainline traffic operations data, related with the express lane and general purpose lane utilization, including traffic volumes, speeds, and occupancy to the extent practicable.

(g) Caltrans will allow SBCTA to occupy a spare conduit in the Caltrans' communication backbone for the Toll Facilities back up communication network as described in a separate inter-agency fiber optic cable sharing agreement.

#### 5.8 Changes in Standards.

(a) Caltrans, after coordination and consultation with SBCTA, may issue an order for SBCTA to make a modification to the Toll Facility based on adoption of new standards by FHWA or Caltrans ("Standards Modification Order"), provided that any required modification is to the same extent being imposed by Caltrans on existing State-operated and funded transportation facilities of substantially equivalent size, location and character.

(b) The timing, scope, design and schedule for implementation of modifications to the Toll Facility under a Standards Modification Order will be proposed by Caltrans and will be subject to SBCTA's reasonable comment and approval. The modifications agreed upon shall be paid for by SBCTA and implemented in consideration of (i) the time in which Caltrans' applies such improvements to existing facilities it owns and operates of a substantially equivalent size, location and character; (ii) the time period for implementation set forth in the revised standard, if any; and (iii) the timing for implementation of a pending or scheduled Major Modification, repair or rehabilitation affecting the affected area or structure that is not part of the Standards Modification Order, where implementation of such Standards Modification Order would reasonably be included within the scope of work of the modification.

(c) Caltrans, acting in good faith, shall consider any request by SBCTA for alteration or deferral of a particular modification under a Standards Modification Order, taking into consideration the anticipated availability of SBCTA funds, the remaining term of this Agreement in light of SBCTA's obligations, the schedule for upcoming repair and rehabilitation of the Toll Facility, the extent of inconvenience and delay necessitated by the modification and the extent of the risk or public benefit which the modification purports to address.

(d) In the case of a Standards Modification Order to address a Critical Safety Standard, after the aforementioned coordination and consultation has occurred, if SBCTA fails to implement a mutually approved Standards Modification Order by the deadline contained in the Standards Modification Order, Caltrans reserves the right and authority, but not the obligation, to

enter onto the Toll Facility, and to implement the modifications called for in such Standards Modification Order and, unless otherwise determined pursuant to Section 19.6, to invoice SBCTA for the actual and reasonable cost of implementation. Caltrans shall assume all liability for such Standards Modification Order unilaterally implemented by Caltrans.

#### 5.9 Coordination Related to Installation of New Equipment.

(a) Unless otherwise agreed upon by the Parties, any equipment installed by SBCTA following the Effective Date shall not unreasonably interfere with or adversely affect the operation of any Caltrans' equipment existing at the time SBCTA installs its equipment.

(b) Unless otherwise agreed upon by the Parties, any equipment installed by Caltrans shall not unreasonably interfere with or adversely affect the operation of any SBCTA equipment existing at the time Caltrans installs its equipment.

5.10 Adverse Effects Due to Other Facilities. Notwithstanding any provision of this Agreement to the contrary, but subject to Section 13.2, Caltrans is authorized to maintain, construct, improve and operate facilities within the Interstate 10 corridor that compete with the Toll Facility, and in no event shall SBCTA or SBCTA Parties be entitled to compensation for the adverse effects on toll revenue due to those facilities, other than for short term construction impacts, as set forth in Section 13.2.

### 6. Completion of Toll Facility.

6.1 Design-Build Cooperative Agreement. The Parties intend that the Toll Facility, and other non-toll improvements will be completed pursuant to the terms of the separate Design-Build Cooperative Agreement, provided that nothing in this Agreement is intended to obligate SBCTA to complete the Toll Facility.

### 7. Modification of Toll Facility.

#### 7.1 Major Modification of Toll Facility.

(a) SBCTA shall submit any proposed Major Modification to Caltrans for approval pursuant to the Caltrans' encroachment permit process, as set forth in Streets & Highways Code Section 670, et seq., as may be amended, and as further established in the relevant Caltrans' procedures manual in effect at the time. Caltrans shall not unreasonably withhold or delay approval of an encroachment permit for a Major Modification, and shall grant such encroachment permit so long as the Major Modification is consistent with the terms of this Agreement and with State and federal standards. Should Caltrans fail to timely issue an encroachment permit for a Major Modification that is in compliance with the terms set forth in the foregoing sentence, such failure shall be submitted to the dispute resolution process contained in this Agreement.

(b) If SBCTA requires any modification that is not within the Toll Facility, a Caltrans encroachment permit shall be required per Caltrans' standard requirements for SBCTA, and, as applicable, for its contractors, which permit shall be timely granted by Caltrans upon approval of the modifications. The parties acknowledge that Major Modifications not within the

Toll Facility may require a separate agreement pursuant to the procedures set forth in the Caltrans Project Development Procedures Manual.

(c) Major Modifications shall be completed in accordance with all applicable laws and environmental regulations, and to applicable Caltrans/FHWA standards and policies to the extent that Caltrans is applying the same standards to its own existing transportation facilities of substantially equivalent size, location and character.

(d) Upon completion of the Major Modifications, SBCTA shall, within 180 Days, provide revised “as-built” plans to Caltrans which address the Major Modifications including, as applicable, all contract records, survey documents, records of surveys, and structure as-built documents according to Caltrans requirements. Should SBCTA fail to provide the “as-built” plans within the timeframe specified herein, Caltrans shall provide notice of such failure to SBCTA. The notice shall state that if SBCTA does not submit the “as-built” plans within thirty (30) days of receipt of the notice, Caltrans shall be entitled to prepare the plans and SBCTA will provide payment for the actual costs thereof, thirty (30) days following receipt of an invoice from Caltrans.

(e) SBCTA shall procure, on its own behalf or through a contract requirement with any contractor, and as a condition precedent to any modification to the Toll Facility, a policy or policies of insurance naming Caltrans, its employees and agents as an additional insured with coverage provided to Caltrans to the same degree as provided to SBCTA. Such insurance shall be primary and non-contributory with any insurance maintained by Caltrans. Such policy or policies shall be consistent with the insurance coverage requirement published by Caltrans in its Standard Specifications or Standard Special Provisions in effect at the time of commencement of construction of the Major Modifications.

## 7.2 Minor Modification of Toll Facility.

(a) SBCTA shall have the right to erect and maintain signs, gantries, and other tolling equipment, and to install and utilize traffic control devices and video surveillance and enforcement equipment, and other similar equipment necessary for the safe and efficient operation of the Toll Facility. All signs utilized by SBCTA for the Toll Facility located within or adjacent to Caltrans’ right of way shall comply with the California Manual on Uniform Traffic Control Devices (“MUTCD”) or the applicable State and federal standards operative at the time of purchase of such signs following procurement of a contractor or vendor therefor. Signs, gantries, or other tolling equipment shall not be installed in a manner which negatively impacts the General Purpose Lanes or in a manner which would cause the General Purpose Lanes to no longer conform to their original design or to applicable State or federal standards in effect at the time of installation. No signage identifying an entity, business or brand other than SBCTA, Caltrans, tolling interoperability logos or other logos directly related to operation of the Toll Facility or identifying the “I-10 Express Lanes” shall be displayed at any location where it is visible from the State Highway or otherwise in conflict with the Outdoor Advertising Act. Notwithstanding the foregoing, if mutually agreed upon by the Parties, SBCTA may display signage related to other transportation opportunities including, but not limited to, signage advertising Metrolink trains, express bus or other transportation modes providing transportation for the I-10 corridor.

(b) Any installation of new, and not replacement of existing, signs, gantries, and other tolling equipment, traffic control devices and video surveillance and enforcement equipment, and other similar equipment necessary for the safe and efficient operation of the Toll Facility which were not included or accepted as part of the Toll Facility shall be considered “Minor Modifications” if they are installed within the Toll Facility. SBCTA shall be responsible for the installation and maintenance of said Minor Modifications. To effectuate the purposes of this section, and to maintain an accurate history of all improvements placed in the State right of way, SBCTA agrees to submit to Caltrans a completed encroachment permit including SBCTA-approved engineering plans, prior to performing any Minor Modifications.

7.3 Caltrans Implementation of Modifications. If SBCTA requests that Caltrans implement, on behalf of SBCTA, modifications to the Toll Facility, SBCTA shall reimburse Caltrans for staff time and shall pay for costs associated with such Modifications. Any such work performed by Caltrans shall be pursuant to a separate agreement to be negotiated between the Parties.

## 8. **Maintenance of Toll Facility.**

8.1 SBCTA Responsibility for Toll Facility Maintenance. SBCTA shall be responsible for maintenance of the Toll Facility, unless SBCTA contracts such obligations to Caltrans.

8.2 Shared Costs for Joint Maintenance. The Parties agree to share the costs related to joint maintenance for storm water which may drain from the Toll Facility to existing Caltrans facilities. The costs for such maintenance shall be based on the ratio of non-permeable surface area attributable to each Party’s facilities, which shall be determined in accordance with the Caltrans’ Storm Water Quality Handbook, SWPPP/WPCP Preparation Manual. Unless otherwise agreed upon by the Parties, Caltrans shall be responsible for storm water maintenance activities in accordance with Best Management Practices for storm water, and shall annually invoice SBCTA for its share of actual maintenance costs based on the foregoing formula.

8.3 Additional Integrated Maintenance Issues. The Parties shall, in good faith, address any additional integrated maintenance, permit and maintenance liability issues that may arise following commencement of operations of the Toll Facility, and shall, in good faith, and subject to a separate written agreement or an amendment hereto, determine a cost split and shared responsibility for such integrated maintenance issues, if any.

### 8.4 Maintenance Plan to be Prepared and Implemented by SBCTA.

(a) Prior to commencement of operations of the Toll Facility, SBCTA shall submit to Caltrans for its approval a maintenance plan for the Toll Facility (which, to the extent that SBCTA engages Caltrans to perform maintenance services, shall be the work plan adopted pursuant to the Maintenance Agreement).

(b) SBCTA shall be responsible for the maintenance of the Toll Facility in accordance with the Maintenance Standards.

(c) Caltrans shall furnish the Maintenance Standards to SBCTA on a timely basis. Receipt of the Maintenance Standards by SBCTA shall constitute notice as to the contents therein. SBCTA shall not be held responsible for implementing any changes to any such Caltrans Maintenance Standards expressed in such sources unless and until a manual is received or actual notice thereof is given to SBCTA.

(d) SBCTA shall, in good faith, coordinate its schedule to consider potential impacts of SBCTA's maintenance activities on the Toll Facility on the operation of the General Purpose Lanes.

8.5 Option to Enter Freeway Maintenance Agreement with Caltrans. The Parties may enter into a Freeway Maintenance Agreement pursuant to which maintenance services may be provided by Caltrans, unless SBCTA determines otherwise. Such contract, if entered into by the Parties, shall provide for reimbursement of Caltrans for maintenance services as set forth therein.

8.6 Responsibilities If a Party Other than Caltrans is Providing Maintenance of the Toll Facility.

(a) The scope of Caltrans oversight responsibilities if a party other than Caltrans is providing maintenance of the Toll Facility shall be as follows:

(i) Caltrans shall be authorized to, but is not obligated to, review the maintenance of the Toll Facility.

(ii) If, after inspection pursuant to (i) above, it is Caltrans' opinion that appropriate maintenance of the Toll Facility has not been performed in accordance with the maintenance required under this Agreement, Caltrans shall provide SBCTA with a written notification of the specific items requiring maintenance.

(b) If clause (ii) above is applicable, SBCTA shall provide Caltrans with a plan to promptly initiate steps to cure maintenance deficiencies identified by Caltrans.

8.7 Right of Entry onto General Purpose Lanes for Maintenance. Caltrans hereby grants to SBCTA, and its contractors, a right of entry onto the General Purpose Lanes, as required for SBCTA to conduct maintenance activities with its own or its contractors' forces, or by contract. SBCTA contractors shall, prior to entry onto the General Purpose Lanes, obtain from Caltrans an encroachment permit for such entry pursuant to Caltrans' standard practices and shall provide to Caltrans evidence of insurance reasonably sufficient for the work to be conducted by the SBCTA contractor, as determined by SBCTA, under which Caltrans shall be added as an additional insured.

8.8 Coordination of Maintenance Schedule. The Parties shall coordinate maintenance schedules with each other in order to minimize impacts of maintenance activities on the General Purpose Lanes or the Toll Facility. Each Party shall notify the other Party five (5) days in advance of any planned closure that may reasonably impact the facility operated by the other Party.

8.9 Coordination of Major Repairs, Modifications and Rehabilitation. The Parties shall cooperate and coordinate, as may be appropriate, in connection with major pavement and structures repair, modification and rehabilitation of the General Purpose Lanes or the Toll Facility.

9. Reserve Funds. SBCTA shall establish and maintain adequate reserve funds for maintenance and capital improvements, as required by SBCTA's Transportation Infrastructure Finance and Innovation Act (TIFIA) financing for the Project. Such reserve funds shall be sufficient to adequately maintain the Toll Facility in accordance with Maintenance Standards and to provide for transfer of the Toll Facility back to Caltrans at the end of the term of this Agreement in accordance with the requirements contained herein.

10. Excess Toll Revenue; Expenditure Plan. Consistent with state and federal law, SBCTA shall develop, and annually update, the Expenditure Plan. SBCTA shall provide Caltrans the opportunity to review and comment on the Expenditure Plan, and each annual update, at least 90 days prior to submitting the plan to the SBCTA governing board for approval. The Expenditure Plan, and each annual update, shall be made available for public review and comment no less than 30 days prior to its adoption by SBCTA. The Expenditure Plan shall provide for the use of Excess Toll Revenue for any of the following purposes, to the extent permitted by state and federal law:

(a) To enhance transit service designed to reduce traffic congestion on State Highway Route 10 or to expand travel options along the State Highway Route 10 corridor. Eligible expenditures include, but are not limited to, transit operating assistance, the acquisition of transit vehicles, and the transit capital improvements otherwise eligible to be funded under the state transportation improvement program pursuant to Streets & Highways Code section 164.

(b) To make operational or capacity improvements designed to reduce congestion or improve the flow of traffic on State Highway Route 10. Eligible expenditures may include, but are not limited to, any phase of project delivery to make capital improvements to onramps, off ramps, connector roads, roadways, bridges, or other structures that are related to the tolled or non-tolled facilities on State Highway Route 10.

## 11. **Responsibility for Costs.**

11.1 Costs for Maintenance, Operation and Rehabilitation of Toll Facility. Except as otherwise set forth herein, SBCTA shall bear all costs of maintenance, operation, rehabilitation and reconstruction of the Toll Facility for the duration of the Agreement and any extension hereof.

11.2 Costs for Caltrans Services Requested by SBCTA. Other than expressly set forth herein or except as otherwise agreed upon by the Parties, SBCTA shall be responsible for the costs of any services of Caltrans requested by SBCTA including, but not limited to, the cost of Pavement Management System testing if SBCTA requests Caltrans perform such tests for the Toll Facility.

## 12. **Public Safety/Policing.**

### 12.1 California Highway Patrol (CHP) police services.

SBCTA shall be obligated to provide law enforcement services for the Toll Facility, and pay related costs. SBCTA shall execute a police services contract with the California Highway Patrol. At SBCTA's request, Caltrans may assist SBCTA in the negotiation of the police services contract with the California Highway Patrol. SBCTA may obtain contractual police services from other governmental police reasonably acceptable to the Caltrans in the event the California Highway Patrol is unavailable or is unwilling to enter into an agreement meeting the requirements set forth herein at a price equivalent to those charged to other public entities for similar services. In order to qualify as reasonably acceptable, such governmental police must utilize or be able to support the Statewide Integrated Traffic Records System (SWITRS) database, or such other highway safety program then in use by California Highway Patrol or Caltrans for accident monitoring, or other comparable database or monitoring program subject to CHP approval. Private security contract services for traffic enforcement will not be allowed on the travelled way.

12.2 Level of Police Services. The Parties agree that police services for the Toll Facility shall be equivalent to that provided on comparable Caltrans-operated transportation routes.

### 12.3 Toll violation enforcement. SBCTA shall have the right to:

- (a) Engage services of CHP or other law enforcement agency to apprehend and/or cite toll violators in accordance with State law.
- (b) Initiate civil and administrative actions and other toll enforcement and collection actions against toll violators consistent with applicable law.
- (c) Enforce all private rights against toll violators.
- (d) Engage private security to identify toll violators.
- (e) Take other legally permissible actions to collect, enforce and protect toll revenues.

12.4 No Right to Toll Facility Customer Information. This Agreement shall not provide Caltrans with any independent right to any Toll Facility customer information.

12.5 Compliance with Laws. SBCTA shall follow all applicable traffic enforcement laws and regulations and both Parties shall comply with all applicable privacy laws with respect to customer information.

## 13. **Caltrans Closures and Use of the Toll Facility.**

13.1 Emergency Use of Toll Facility. Except as otherwise specified herein, Caltrans shall not be entitled to close the Toll Facility or to allow the general public to utilize the Toll



Facility without cost except in the case of an emergency. Any such action shall be in accordance with the Incident Management Plan. As used in this section, an “emergency” shall mean a circumstance that poses an immediate and grave threat to life or safety, or a serious environmental hazard that cannot be abated except by closure of the Toll Facility. Closures of or traffic on the General Purpose Lanes that cause an inconvenience to the public shall not be considered, on their own, an emergency, as used herein. Closures due to emergencies shall be limited to the shortest reasonable time to address the emergency situation and each Party shall act with all due diligence to address such emergency. Unless infeasible due to the nature of the emergency, Caltrans shall notify SBCTA in advance of any intended closure of the Toll Facility due to an emergency (and if not feasible, Caltrans shall notify SBCTA as soon as reasonably practicable). The prohibitions of this paragraph shall not apply to closures initiated or implemented by Caltrans staff at the request or order of the California Highway Patrol or other authorized law enforcement agency.

13.2 Closures requested for Short-Term Construction or Maintenance Activities. Should a closure of all or a portion of the Toll Facility be requested by Caltrans to accommodate short-term construction or maintenance activities on the General Purpose Lanes adjacent to the Toll Facility, Caltrans shall submit a closure plan and closure criteria to SBCTA for approval no less than thirty (30) days prior to any such proposed closure. Short-term for purposes of this clause is defined as work that can be completed overnight. No closure of the Toll Facility shall be permitted for the purposes specified in this Section unless and until SBCTA has approved the closure plan and closure criteria. Caltrans shall reimburse SBCTA for all lost toll revenue due to closure of any portion of the Toll Facility as contemplated in this Section 13.2. The basis for any lost revenue calculations shall be the previous 3-month average. Caltrans shall make reasonable efforts including, but not limited to, coordinating closures as set forth in Section 13.4 below, to conduct construction and maintenance activities in such a manner as to minimize any required closures of the Toll Facility.

13.3 Toll Facility use for Long Term Construction on the General Purpose Lanes. The Parties mutually agree to coordinate and cooperate on any future Caltrans’ reconstruction of the General-Purpose Lanes adjacent to the Toll Facility (“Outside Lanes”) in an effort to minimize impacts to users of the Toll Facility and General Purpose Lanes. In the event the Parties mutually agree to use of the Toll Facility as part of the Caltrans’ maintenance of traffic (MOT) plan for reconstruction of the Outside Lanes, Caltrans shall reimburse SBCTA for all incurred cost resulting from any required modifications to the Toll Facility and all resulting loss of revenue in the impacted areas. The basis for any lost revenue calculations shall be the previous 3-month average. Any modifications to the Toll Facility to accommodate a Caltrans request for use during a long-term reconstruction of the Outside Lanes shall be subject to a future agreement. SBCTA, in its sole discretion, may preclude the use of the Toll Facility for MOT purposes during reconstruction of the Outside Lanes.

13.4 Use of the Toll Facility during SBCTA Scheduled Maintenance. SBCTA will implement a regular maintenance schedule for the Toll Facility. Caltrans is encouraged to coordinate Caltrans activities and required closures of the Toll Facility with SBCTA to minimize impact to the Toll Facility. Caltrans will not be required to reimburse SBCTA for any loss of toll revenue during a Toll Facility closure requested by Caltrans and occurring concurrently with an SBCTA initiated closure for maintenance of the Toll Facility.

#### 14. **Financing.**

14.1 Responsibility for Project Financing. SBCTA shall be responsible for project financing, unless otherwise agreed upon by the Parties.

14.2 Caltrans Assistance with Information Requirements. Caltrans shall provide reasonable assistance with any reporting, documentation and other reasonably necessary informational requirements of SBCTA's lenders.

(a) Except for periodic estoppel certificates to lenders regarding SBCTA's compliance under this Agreement (and any other agreement between the Parties relating to the I-10 Express Lanes, including any Maintenance Agreement between Caltrans and SBCTA), any obligations for reporting maintenance to FHWA and any opinions required to come from Caltrans, any assistance shall be for informational purposes only and final reporting, documentation, projections, etc. shall be solely the responsibility of SBCTA or the entity seeking bond revenues or other financing. Any prospectus or other public statement or offering shall include an express statement that neither the full faith and credit, nor the taxing authority of the State of California is pledged to the payment of principal or interest or otherwise offered as backing for the statement or offering.

(b) Caltrans shall not certify that the financing meets Securities and Exchange Commission criteria, and shall not give any warranties related thereto.

#### 15. **Representations and Warranties.**

15.1 Representations and Warranties of Caltrans. In addition to the other representations and warranties of Caltrans contained herein, Caltrans hereby represents and warrants as follows:

(a) Caltrans is a department of the Executive branch of the State of California, duly organized and existing under the laws and Constitution of the State of California, is authorized to execute and deliver this Agreement and to perform its obligations hereunder and by proper action has duly authorized the execution, delivery and performance of this Agreement.

(b) The execution and delivery by Caltrans of this Agreement and the consummation of the transactions contemplated hereby, is not in conflict with, or a breach of or a default under any law or regulation applicable to Caltrans, and to the best of Caltrans' knowledge after due inquiry, there is no restriction or prohibition which would impair or render unenforceable or illegal, as to Caltrans, any provision of this Agreement including, without limitation, the Lease, or any other related agreement to which it is a party.

(c) Caltrans has determined that SBCTA will incur substantial cost and expense to design, develop, acquire, construct, install and operate the Toll Facility, and that it is necessary, appropriate and reasonable to provide the assurances, protections, rights and warranties contained herein.

(d) No litigation is pending or, to the best knowledge of Caltrans, threatened challenging the authority of Caltrans to enter into this Agreement, and Caltrans is in compliance with all applicable laws and regulations.

(e) Caltrans owns and controls the State Highway System, subject to those existing rights granted to third parties.

(f) The representations and warranties of Caltrans contained herein are, as of the date of execution hereof and thereof, accurate and complete.

15.2 Representations and Warranties of SBCTA. In addition to the other representations and warranties of SBCTA contained herein, SBCTA hereby represents and warrants as follows:

(a) SBCTA has the authority to execute, deliver and perform this Agreement, and the terms and conditions hereof are valid and binding obligations of SBCTA.

(b) The execution and delivery by SBCTA of this Agreement and the consummation of the transactions contemplated hereby is not in conflict with, or a breach of or a default under any law or regulation applicable to SBCTA, and to the best of SBCTA's knowledge after due inquiry, there is no restriction or prohibition which would impair or render unenforceable or illegal, as to SBCTA, any provision of this Agreement, or any other related agreement to which it is a party.

(c) To SBCTA's best knowledge, there is no litigation in effect challenging SBCTA's authority to enter into this Agreement and SBCTA is in compliance with all applicable laws and regulations.

(d) SBCTA makes no warranties or representations that the activities undertaken by it pursuant to this Agreement will result in actual construction of the Toll Facility, or any portion thereof, or that, if constructed, any of the same will be commercially or technologically viable or of any specified quality or fit for any intended use or function (all of which such warranties and representations are hereby expressly disclaimed).

(e) The representations and warranties of SBCTA contained herein are, as of the date of execution hereof and thereof accurate and complete.

## 16. **Allocation of Responsibility; Liability**

16.1 SBCTA Obligations Related to Toll Facility. As between Caltrans and SBCTA, SBCTA shall be responsible for operating, maintaining, policing, administering and collecting tolls for the use of the Toll Facility, subject to and in accordance with the terms of this Agreement, except to the extent SBCTA engages Caltrans to perform maintenance as provided in Section 8, or any other services, and CHP to perform police services as provided in Section 12.

16.2 SBCTA Indemnification of Caltrans Parties. SBCTA shall indemnify, hold harmless and defend Caltrans Parties from any Third-Party Claim to the extent such Third-Party Claim results from any negligent act or omission of SBCTA in the performance of the activities

described in Section 16.1 above, except to the extent that such Third-Party Claim is attributable to or arises out of any of the matters described in Section 16.3 below.

16.3 Caltrans Indemnification of SBCTA Parties. Caltrans shall indemnify, hold harmless and defend SBCTA Parties from any Third-Party Claims attributable to or arising out of any negligent act or omission or willful misconduct of Caltrans.

16.4 Waiver of Other Indemnity Rights. Except as provided in Sections 16.2 and 16.3, SBCTA and Caltrans each waive any and all rights to indemnity of any kind (whether equitable, comparative, express or implied) from the Caltrans Parties and SBCTA Parties, respectively, with respect to Third-Party Claims.

16.5 Resolution of Claims When Caltrans and SBCTA are Named Jointed Defendants. If Caltrans and SBCTA are named jointed defendants pursuant to a Third Party Claim arising under this Agreement, the legal issues between the plaintiff(s) bringing forth such claim and Caltrans and SBCTA, as jointed defendants, shall be resolved first without consideration as to the allocation or apportionment of liability or damages between Caltrans and SBCTA, if any liability or damages can be allocated or apportioned between them. A determination regarding allocation or apportionment of liability or damages between Caltrans and SBCTA shall be made following final resolution of the Third Party Claim, either in a separate or second phase of trial or by some other mechanism the Parties may agree upon.

16.6 Resolution of Inverse Condemnation Claims. If either Caltrans or SBCTA is named as a defendant pursuant to a Third Party Claim for inverse condemnation arising out of or related to the Toll Facility ("Inverse Claim"), the legal issues between the plaintiff(s) bringing forth the Inverse Claim and either Caltrans or SBCTA, as applicable, shall be resolved first without consideration as to the allocation or apportionment of liability or damages between Caltrans and SBCTA, if any liability or damages can be allocated or apportioned between them. The Party that is not a named defendant shall have the right, at its sole cost and expense, to participate in the defense and resolution of the Inverse Claim. Within ninety (90) days of the final resolution of the Inverse Claim, either Caltrans or SBCTA may refer to the dispute resolution process set forth in Section 19.6 of this Agreement the apportionment of liability or damages for the Inverse Claim between Caltrans and SBCTA. Liability or damages will be apportioned based on the extent to which the Claim is found to have arisen out of SBCTA's construction or operation of the Toll Facility.

17. **Records.** The Parties shall hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for operation and/or maintenance of the Toll Facility in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of such documents in the event that the Parties share said documents with each other. The Parties shall not distribute, release, or share said documents with anyone other than employees, agents, and consultants of the Parties who require access to such documents for a purpose related to operation and maintenance of the Toll Facility without the written consent of the Party authorized to release them, unless required or authorized to do so by law.

## 18. Insurance.

### 18.1 Commercial General Liability Insurance.

(a) SBCTA shall procure and maintain throughout the term of this Agreement comprehensive general liability insurance protecting SBCTA from risks arising from SBCTA's activities covered under this Agreement. Such liability insurance policy shall include coverage for bodily injury and property damage. If SBCTA uses existing coverage to comply with the requirements contained in this Section 18 and that coverage does not meet these requirements, SBCTA agrees to amend, supplement, or endorse the existing coverage to meet the requirements herein.

(b) Caltrans shall be included as an insured under the insurance policy(ies) described in this Section 18. As respects Caltrans, for claims arising out of the activities contemplated in this Agreement, such insurance shall be primary and non-contributory with any insurance maintained by Caltrans.

(c) The insurance coverage required shall be in amount not less than \$25 million general aggregate per year.

### 18.2 Evidence of Coverage.

(a) Evidence of insurance in compliance with the requirements of this Section 18 shall be furnished to Caltrans by providing complete copies of the underlying policy(ies) of insurance in SBCTA's possession, including all addenda and exclusions as well as by standard certificates of insurance. Neither the insurance policies nor the additional insured endorsements shall contain provisions or exclusions inconsistent with this Agreement. Such policies or endorsements shall include a notice of cancellation, of not less than 30 days (10 days for non-payment of premiums), to Caltrans.

(b) Such insurance shall be issued by a company or companies authorized to transact business in the State.

18.3 Denial of Coverage. If the insurance carriers for the policies of insurance described in this Section 18 deny coverage to SBCTA or Caltrans with respect to any Claims reported to such carriers, Caltrans and SBCTA shall cooperate in good faith to establish whether, to what extent, and how to fund the cost of contesting the denial of coverage.

## 19. Default/Remedies.

19.1 Default. Subject to the extensions of time set forth in this Agreement and/or any extensions agreed upon by the Parties, failure or delay by either Party to perform any material term or provision of this Agreement constitutes a breach under this Agreement. The Party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence.

19.2 Notice of Default. The non-breaching Party shall give written notice of breach to the Party in breach, specifying the alleged breach. Except as otherwise expressly provided in

this Agreement, any failures or delays by either Party in asserting any of its rights or remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

19.3 Failure to Cure. In the event that the breaching Party fails to commence to cure, correct or remedy a breach within thirty (30) calendar days following receipt of written notice, or thereafter fails to diligently complete such cure, correction or remedy, a default of this Agreement shall be deemed to have occurred, and the defaulting Party shall be liable to the non-defaulting Party for any damages caused by such default.

19.4 Rights and Remedies. In the event of a default, the non-defaulting Party may exercise the right to seek damages, specific performance or other injunctive or equitable relief. The exercise of a Party's rights and remedies shall be cumulative with the exercise of other rights and remedies. The Parties agree that, during the period in which SBCTA is operating the Toll Facility, termination for default shall not be an available remedy of Caltrans. Caltrans also acknowledges that it shall not have the right to collect or retain toll revenues on account of damages or otherwise.

19.5 Lenders rights and remedies. –(a). *Leasehold Mortgages.* The holder of any mortgage, pledge or other encumbrance or collateral assignment of this Agreement, including the Lease, and any other agreements between the Parties related to the Toll Facility, and the beneficiary of any such deed of trust or assignment shall be referred to in this Agreement as a "Leasehold Mortgagee"; and the mortgage, pledge, hypothecation, deed of trust, assignment, or other security instrument shall be referred to in this Agreement as a "Leasehold Mortgage". Leasehold Mortgages shall be subject to the following:

- (i) The provisions set forth in Section 19.5(c) of this Agreement.
- (ii) SBCTA shall provide to Caltrans a fully executed copy of the original note or other evidence of indebtedness secured by any Leasehold Mortgage, together with written notice of the address of the Leasehold Mortgagee (or the address of a trustee, fiscal agent or other person or entity acting on behalf of a number of Leasehold Mortgagees) to which notices may be sent. In the event of an assignment of such Leasehold Mortgage, a copy thereof, together with written notice of the address of the assignee thereof (or the address of a trustee, fiscal agent or other person or entity acting on behalf of a number of assignees) to which notices may be sent, shall be delivered to Caltrans.
- (iii) All rights acquired by Leasehold Mortgagees under any Leasehold Mortgage shall be subject to each and all of the provisions of this Agreement, and to all rights of Caltrans hereunder, none of which provisions or rights is or shall be waived by Caltrans by reason of the giving of such Leasehold Mortgage; but nothing herein shall limit or restrict the rights of Leasehold Mortgagees as set forth in this section. Caltrans and SBCTA agree that while any Leasehold Mortgage is in existence, there shall be no agreement between Caltrans and SBCTA for any modification or amendment of this Agreement that may have a material adverse impact on the rights of the Leasehold Mortgagee without the consent of the Leasehold

Mortgagee, provided that such consent shall not be unreasonably withheld or delayed. The Leasehold Mortgagee shall use its reasonable best efforts to respond to any request for a modification or amendment within a reasonable period of time.

(iv) Notwithstanding any foreclosure of any such Leasehold Mortgage, SBCTA shall remain liable to Caltrans for the payment of all sums owed to Caltrans hereunder and the performance of all of the provisions of this Agreement which are to be carried out and performed by SBCTA.

(b) *Rights and Obligations of Leasehold Mortgagees.* As long as any Leasehold Mortgage created in accordance with this section shall remain unsatisfied and Caltrans has received the information specified in Section 19.5(a)(ii) above, the following provisions shall apply:

(i) In the event Caltrans shall have issued a notice of default under Section 19.2 hereof, a copy of which Caltrans shall deliver to the Leasehold Mortgagee, and SBCTA shall have failed to commence cure of the default within the specified cure period, Caltrans shall provide notice to the Leasehold Mortgagee of SBCTA's failure to cure ("Failure to Cure Notice"). Upon receipt of the Failure to Cure Notice, the Leasehold Mortgagee shall have the right (but not the obligation) to remedy such default or cause the same to be remedied by its qualified and competent designee to effect such cure (a "Substituted Entity"); and Caltrans shall accept such performance by or at the instigation of such Leasehold Mortgagee or Substituted Entity as if the same had been done by SBCTA. The Leasehold Mortgagee shall have thirty (30) days following receipt from Caltrans of the Failure to Cure Notice to commence cure of the default, provided that prior to commencing any cure of an SBCTA default, the Leasehold Mortgagee shall first provide notice to Caltrans of its intent to commence cure as permitted hereunder.

(ii) SBCTA hereby constitutes and appoints the Leasehold Mortgagee as its authorized SBCTA representative and attorney-in-fact with full power, in SBCTA's name, place and stead, and at SBCTA's sole cost and expense, to enter upon the Toll Facility and to perform all acts required or permitted to be performed herein, but only in the event that SBCTA is in default hereunder, and fails to timely commence cure of such default, as evidenced by Caltrans' issuance of the Failure to Cure Notice.

(iii) In the event that the default of SBCTA is such that the Leasehold Mortgagee, in order to cure the default, shall be required to assume all of SBCTA's rights and obligations hereunder, the Leasehold Mortgagee shall execute all documents reasonably requested by Caltrans effecting such assumption.

(iv) Any payment to be made or action to be taken by a Leasehold Mortgagee hereunder shall be deemed properly to have been made or taken by the Leasehold Mortgagee if such payment is made or action is taken by a nominee, agent, or assignee of the right of such Leasehold Mortgagee.

(v) The Parties hereto shall give the Leasehold Mortgagee notice of any proceedings for condemnation of all or part of the Toll Facility or this Agreement. The

Leasehold Mortgagee shall have the right to intervene and be made a party to any such condemnation proceedings, and Caltrans and SBCTA do hereby consent that the Leasehold Mortgagee may be made such a party or an intervenor.

(vi) No Leasehold Mortgagee, nor any owner of the leasehold estate whose interest shall have been acquired by, though, or under any Leasehold Mortgage or whose interest shall have been derived immediately from any holder thereof, shall become personally liable under the provisions of this Agreement unless and until such time as the Leasehold Mortgagee or such owner elects to assume any rights of SBCTA hereunder. Upon any permitted assignment of this Agreement, including the Lease, by a Leasehold Mortgagee or any party whose interest shall have been derived immediately therefrom, the assignor shall be relieved of any further liability which may accrue hereunder from and after the date of such assignment, provided that the assignee shall execute and deliver to Caltrans a recordable instrument of assumption wherein such assignee shall assume the rights and obligations of SBCTA and agree to perform and observe all provisions of this Agreement as applicable to SBCTA.

(vii) If the holders of more than one such Leasehold Mortgage shall provide written notice to Caltrans of Leasehold Mortgagee's intent to cure a default of SBCTA, Caltrans shall accept such notice and cure from the holder whose Leasehold Mortgage was the earliest to be recorded.

(viii) The rights granted herein to Leasehold Mortgagees shall be enforceable by such Leasehold Mortgagees. In the event any action or proceeding is brought to enforce or interpret the provisions hereof or to seek damages arising under this Agreement or performance hereunder, or to declare the rights of the Parties hereto or of such Leasehold Mortgagees, the prevailing party (including such Leasehold Mortgagees, if prevailing) shall be entitled to costs and expenses actually and reasonably incurred (including reasonable attorneys' fees).

(c) *Cooperation.* Caltrans and SBCTA shall cooperate by including in this Agreement, by suitable amendment from time to time, any provision which may reasonably be requested by any proposed lender for the purpose of implementing the lender and Leasehold Mortgagee protection provisions contained in this Agreement and allowing such lender reasonable means to protect and preserve its lien (including the lien of the Leasehold Mortgage) on the occurrence of a default under the terms of this Agreement. Caltrans and SBCTA each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the term or any payments due under this Agreement nor otherwise in any other material respect adversely affect any rights of Caltrans or SBCTA under this Agreement.

#### 19.6 Dispute resolution.

(a) SBCTA and Caltrans shall make a good faith attempt to resolve all disputes. In the case of a dispute, the following procedure shall govern:



(1) Representatives of Caltrans and SBCTA shall attempt to resolve the dispute within fifteen (15) Days, or such longer period as agreed on by the Parties.

(2) If the representatives of Caltrans and SBCTA are unable to resolve the dispute, the matter shall be referred to a senior officer of Caltrans (with authority to resolve the dispute) and to the SBCTA Executive Director. The foregoing senior officers of the Parties shall attempt to resolve the dispute within fifteen (15) Days, or such longer period as agreed on by the Parties.

(3) If the senior officer of Caltrans and the SBCTA Executive Director are unable to resolve the dispute, and if the disputed amount claimed by a Party does not exceed \$500,000 and, in the aggregate, unresolved disputes do not exceed \$5,000,000, either Party may demand that the dispute be submitted to binding arbitration. The amounts specified in the foregoing sentence shall be subject to annual adjustment, commencing as of the first day on which the Toll Facility is placed into toll operations, in an amount equal to the percentage increase in the Index as of the effective date hereof.

(4) If the dispute does not meet the specifications above, the Parties may agree to submit the dispute to arbitration or other form of alternative dispute resolution, or either Party may seek any other legal remedies available.

(b) Not by way of limitation, the following provisions of this Agreement shall be specifically subject to the dispute resolution provisions set forth in this section: Section 5.5, Section 5.9 and Section 8.5.

(c) Available remedies to the Parties shall include, without limitation, (i) injunctive relief and other equitable remedies, (ii) specific performance, (iii) termination, in whole or in part, of any obligation on the part of the prevailing Party to reimburse the losing Party for the disputed work at issue conducted by the losing Party, (iv) the right of the prevailing Party to recover monies paid to the losing Party as reimbursement for the disputed work at issue, or portions thereof, conducted by the losing Party, and (v) the right of the prevailing Party to reimbursement for costs incurred in conducting or completing work ordered by the losing Party.

## 20. **Transfer Back to State.**

20.1 Transfer of Property to Caltrans at End of Term. At the end of the term of this Agreement, including any extension terms, all personal property of SBCTA owned by SBCTA and related to the Toll Facility, including the signs, gantries, other tolling equipment, traffic control devices and video surveillance and enforcement equipment, and other similar equipment utilized for the operation of the Toll Facility, excluding any computer software or hardware for which a license may be required, shall automatically become the property of Caltrans. Such property shall be transferred to Caltrans in its “as is” condition subject to all faults, liens and encumbrances.

20.2 Condition of Toll Facility at End of Term. The Toll Facility shall be returned to Caltrans in a condition that meets the handback requirements, as set forth in Exhibit “B”, attached hereto and incorporated herein by reference.

20.3 Transfer of Obligations for Toll Facility to Caltrans. At the end of the term of this Agreement, including any extension terms, all maintenance and other obligations of SBCTA shall become the responsibility of Caltrans, other than, unless otherwise agreed upon by the Parties, any then-existing financing obligations of SBCTA to third parties that relate to the Toll Facility.

20.4 Punch List. The Parties agree that a punch list, to include all outstanding maintenance and repair obligations of SBCTA related to the Toll Facility, shall be developed by the Parties one (1) year prior to transfer of the Toll Facility to Caltrans. SBCTA shall complete all agreed upon items on the punch list prior to the end of the term of this Agreement.

20.5 Transfer of Records at End of Term. At the end of the term of this Agreement, SBCTA shall transfer to Caltrans all records pertaining to material maintenance, operations, unresolved complaints, safety and modifications of the Toll Facility generated within five (5) years prior to termination of this Agreement and maintained by SBCTA.

## 21. **Other Miscellaneous Standard Provisions.**

### 21.1 Approvals.

(a) *Caltrans' Approvals.* Whenever Caltrans' comment, approval or consent is required under this Agreement, such comment, approval or consent shall not be unreasonably withheld or delayed and, unless otherwise expressly provided herein, Caltrans' consent or approval shall be deemed given if Caltrans has not responded to SBCTA's request therefor within twenty-one (21) Days (or such other time period specified in this Agreement) after such request is received, or for Major Modifications, within a reasonable period of time, not to exceed the timeframe set forth by law for the encroachment permit process.

(b) *SBCTA Approvals.* Whenever SBCTA's comment, approval or consent is required under this Agreement, such comment, approval or consent shall not be unreasonably withheld or delayed and, unless otherwise expressly provided herein, SBCTA's consent or approval shall be deemed given if SBCTA has not responded to Caltrans's request therefor within twenty-one (21) Days (or such other time period specified in this Agreement) after such request is received, provided that such time may be extended by mutual agreement.

### 21.2 Assignment of Agreement.

(a) Except as provided in clause (c) below, any proposed assignment of this Agreement to a private entity shall require Caltrans' approval, in its sole discretion. Any proposed assignment shall require three (3) months prior written notice to Caltrans. Any potential assignee shall immediately upon request provide information reasonably required by Caltrans to determine whether said potential assignee can meet the obligations of this Agreement. SBCTA may assign its right, title and interest in and to toll revenues without Caltrans' approval.

(b) Any proposed assignment of this Agreement to a public entity shall require three (3) months prior written notice to Caltrans. Such notice shall include provision to Caltrans of evidence that the proposed assignee has the demonstrated financial ability to meet its

obligations under this Agreement. Caltrans shall approve such assignment, within fifteen business (15) days of receiving notice from SBCTA, unless it reasonably determines that the proposed assignee cannot meet the obligations of this Agreement. Any potential assignee shall immediately upon request provide information reasonably required by Caltrans to determine whether said potential assignee can meet the obligations of this Agreement.

(c) SBCTA may, without the consent of Caltrans, assign, pledge, mortgage or otherwise encumber its respective interests in this Agreement including, without limitation, the Lease and any other related agreements, and/or any rights emanating therefrom, in order to secure financing or refinancing for the Toll Facility provided that SBCTA retains responsibility for fulfilling the material obligations herein. Any amendment to the terms of this Agreement required as a result of a proposed refinancing, including, but not limited to, defeasance of existing bonds and issuance of new bonds, shall be subject to Caltrans' approval which shall not be unreasonably withheld or delayed.

(d) Following any permitted assignment of this Agreement, SBCTA shall be relieved of any further liability which may accrue hereunder from and after the date of such assignment, provided that the assignee shall execute and deliver to Caltrans a recordable instrument of assumption wherein such assignee shall assume the rights and obligations of SBCTA and agree to perform and observe all provisions of this Agreement.

22. **Subcontracting.** SBCTA may, in its sole discretion and in compliance with all applicable legal requirements, enter into subcontracts with third party contractors or consultants for performance of any of its obligations hereunder. Such rights of SBCTA include the right of SBCTA to subcontract for operation and/or maintenance of Toll Facility and, except as expressly set forth herein, for performance of any other obligations of SBCTA under this Agreement.

23. **Covenant to Cooperate.** The Parties agree to take all reasonable steps; within the confines of existing laws, regulations or policy; for the effective implementation, operation and maintenance of the Toll Facility. While understanding the Parties cannot control the actions of the public or the ultimate users of the State Highway System nor can they control nature or acts of God, the Parties expressly agree to take all reasonable and necessary steps to avoid or minimize the effect of operational conflicts between the Toll Facility and the General Purpose Lanes. Such reasonable and necessary steps shall include, but not be limited to, maintenance by Caltrans, in good condition and repair, that portion of the General Purpose Lanes providing ingress to and egress from the Toll Facility.

24. **Designation of Representatives.** Caltrans shall designate a Caltrans representative to represent Caltrans and SBCTA shall designate an SBCTA representative to represent SBCTA. All communications between the two agencies shall be channeled through the designated representatives.

25. **Notice.** Any notice provided pursuant to or required by this Agreement shall be in writing and shall be deemed sufficiently provided when sent by certified mail, return receipt requested, to the Parties at the following addresses:

**SBCTA:**

**CALTRANS:**

San Bernardino County Transportation Authority  
 1170 W. Third Street, 2<sup>nd</sup> Floor  
 San Bernardino, CA 92410  
 Attn.: Chad Costello,  
 Project Manager

California Department of Transportation  
 464 West Fourth Street  
 San Bernardino, California 92401  
 Attn.: Deputy District Director,  
 Traffic Operations

Fax: (909) 885-4407

Fax: (909) 383-4138

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

26. **Force Majeure.** The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by mutual agreement between the Parties.

27. **Bankruptcy; Estate of the Debtor.** Upon the filing, petition or application for relief of the Bankruptcy Court, SBCTA agrees and stipulates that the Toll Facility, excluding any toll plazas, gantries and equipment cabinets; conduit, fiber, cameras, readers, signage and supporting or related computerized communications systems; and other toll related toll operations equipment and systems, are integrated elements of the State Highway System. SBCTA further acknowledges that its interest in the Toll Facility, other than the excluded equipment and systems referenced in the foregoing sentence, are possessory rights derived from this Agreement including, without limitation, the Lease. SBCTA agrees and acknowledges that the integrated elements of the State Highway System as noted above are also an integral element of the national federal aid highway system whose continued and efficient operation strongly implies the public's interest in travelling safety and the inter-regional transportation of goods and services.

28. **Access for Maintenance or Operations Purposes.** Access to any portion of the Toll Facility by Caltrans and to the General Purpose Lanes by SBCTA for maintenance and/or operations purposes of either Party shall be through notice and coordination with the other Party.

29. **Airspace Reserved.** Airspace over any portion of the Toll Facility is hereby expressly reserved to Caltrans, with the exception of toll collection equipment, gantries and toll enforcement equipment.

30. **Liens.** SBCTA agrees that under no circumstance shall SBCTA allow any lien to attach to any portion of the General Purpose Lanes or to any portion of the Toll Facility arising out of or related to the actions of SBCTA and/or any of its contractors, whether constructed, completed or accepted. To the extent any lien is recorded or asserted in violation of the foregoing, SBCTA agrees to promptly act to remove or satisfy said lien. Satisfaction or removal may be by payment, procurement of bond or otherwise.
31. **Amendment, Repeal or Supersession.** References to statutes, manuals or policies shall be deemed to incorporate any future amendment or supersession of said statutes, manuals or policies. If said statute, manual or policy has been repealed and if no amendment or supersession has been promulgated or effected, or if the effect of amendment or supersession is materially different from the predecessor statute, manual or policy, then Parties agree to meet and confer and amend the Agreement as warranted.
32. **Agreement is Contractual in Nature and Not Mere Implementation of Statute.** The Parties agree this Agreement and its terms are contractual in nature and not the mere implementation of otherwise applicable statutes or authorities.
33. **No Partnership or Joint Venture.** In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties.
34. **Amendments.** This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing; however, no amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors or assigns.
35. **Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
36. **Captions.** The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.
37. **Interpretation.** The Parties acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and that each Party has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement.
38. **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

39. **Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in the California Superior Court for San Bernardino County.
40. **Third Party Beneficiaries.** There are no third party beneficiaries of this Agreement, and this Agreement is not intended, and shall not be construed, to be for the benefit of, or be enforceable by, any other person or entity whatsoever.
41. **Entire Agreement.** This Agreement, the attached exhibits and any other documents specifically referenced and incorporated herein constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior verbal or written agreements and understandings between the Parties with respect to the matters addressed in this Agreement.
42. **Memorandum of Agreement / Further Assurances.** SBCTA and Caltrans agree to execute and record a memorandum of this Agreement, in the form attached hereto as Exhibit “D” and incorporated herein by reference, against the Leased Property. The Parties further agree to execute any additional instruments as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill their respective obligations hereunder.
43. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

DRAFT

**SIGNATURE PAGE TO  
TOLL FACILITIES AGREEMENT**

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
John Bulinski  
District Director

By: \_\_\_\_\_  
Alan D. Wapner  
Board President

Title: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorney,  
Department of Transportation

\_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

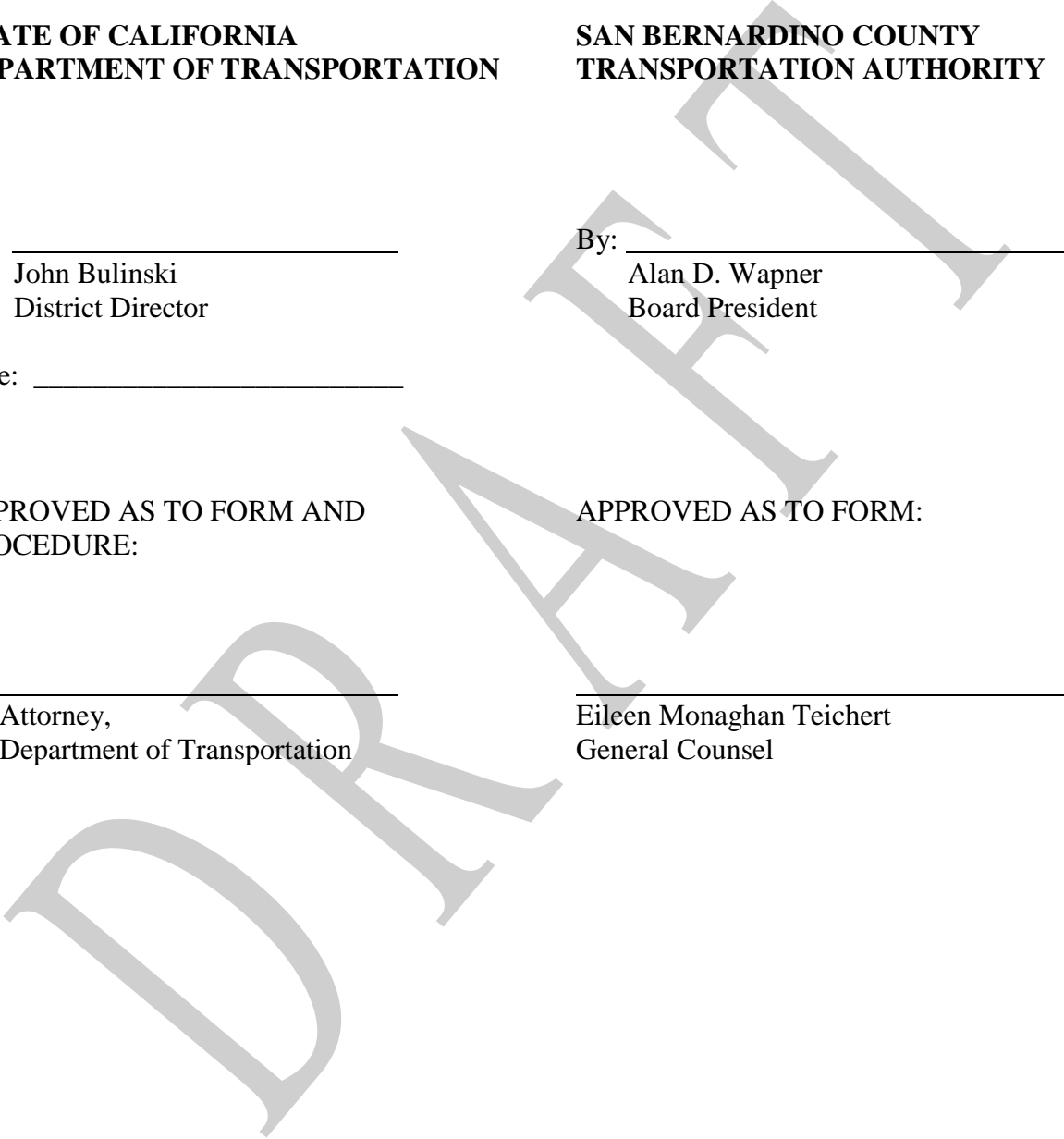


Exhibit "A"

General Description of the I-10 Corridor Contract 1 Express Lanes Toll Facility

The I-10 Corridor Contract 1 Express Lanes Project will include the addition of freeway lanes along the 10-mile segment of Interstate 10 (I-10) between the Los Angeles/San Bernardino (LA/SBd) County Line and the I-10 / I-15 system interchange to implement two Express Lanes in each direction. The Express Lanes will serve both high occupancy vehicles (HOVs) and single occupancy vehicles (SOVs). The improvements are primarily within San Bernardino County, with minor improvements in Los Angeles County to accommodate the roadway transition between the existing high occupancy vehicle (HOV) cross section in Los Angeles County and the proposed Express Lane cross section in San Bernardino County.

Figure 1

I-10 Express Lanes Toll Facility Map



Exhibit A-1



Figure 2

PROJECT MAP

# Project Vicinity Map – I-10 Corridor Contract 1

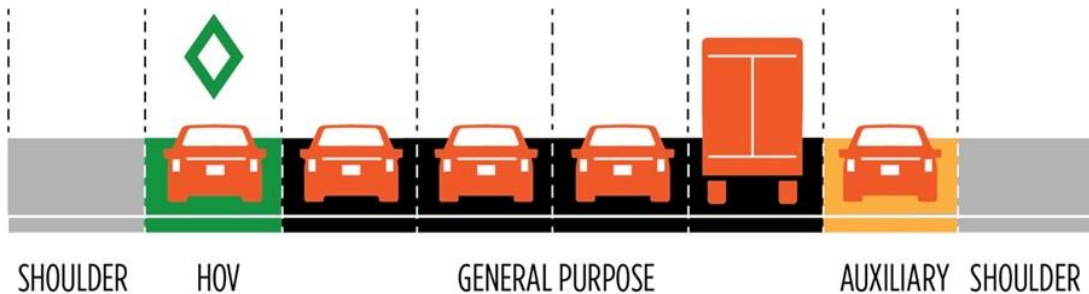


Figure 2  
Typical Cross-Sections

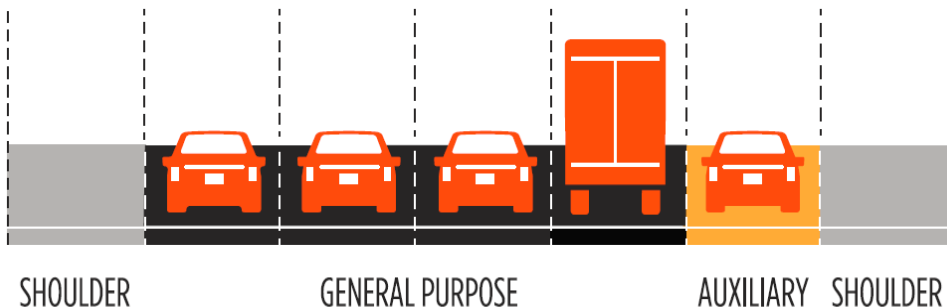
### Proposed Cross-Sections

#### EXISTING

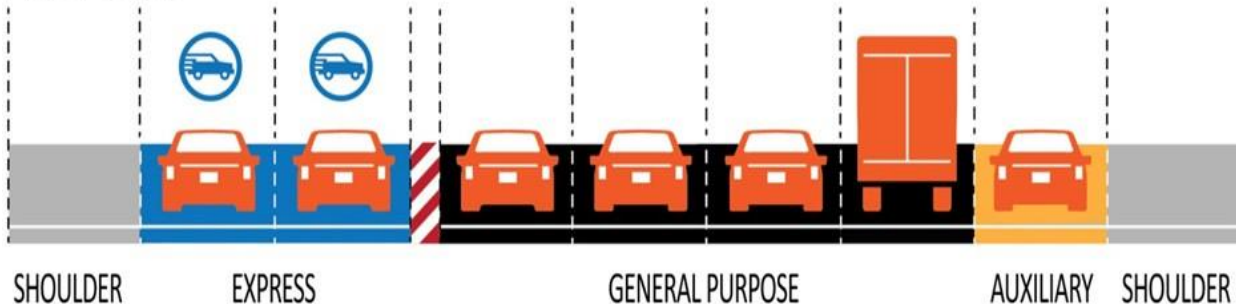
West of Haven Avenue, 8 miles



East of Haven Avenue, 2 miles



#### PROPOSED



Attachment: 18-1001830 I-10 TOLL FACILITIES AGREEMENT [Revision 1] (4354 : I-10 Contract 1 - TCA Coop, Toll Facilities, Fiber Lease,

**Exhibit “B”**  
**Handback Requirement**

Attachment: 18-1001830 I-10 TOLL FACILITIES AGREEMENT [Revision 1] (4354 : I-10 Contract 1 - TCA Coop, Toll Facilities, Fiber Lease,

Exhibit B-1

## 1.1 Residual Life Methodology

The San Bernardino County Transportation Authority (SBCTA) shall prepare and submit to Caltrans a Residual Life Methodology (RLM), no later than 60 months before the end of Term. The inspection requirements and Residual Life Methodology requirements identified in the Handback Residual Life Requirements, Table 1-1 are minimum requirements. This submittal shall contain the evaluation and calculation criteria to be adopted for the calculation of the Residual Life at Handback of all Elements of the Project. The scope of any Residual Life inspection or testing shall be included, together with a list of independent, professional, licensed, and Caltrans certified organizations to be used by SBCTA for pavement Residual Life testing. Inspections shall provide a continuous or near-continuous record of Residual Life in each lane. Where the inspection method does not provide a continuous record of Residual Life, the number of valid measurements in each Performance Section shall be sufficient to give a statistically valid result.

Inspections shall be repeatable to an agreed level of accuracy and inspection contracts shall include an agreed proportion of inspections to verify accuracy.

Inspections shall include ride quality, skid resistance <-value not listed in table, faulting, and cracking.

RLM shall be capable of calculation of Residual Life for each 0.1 mile Performance Section.

For a nominal 10-year Residual Life at Handback, 85% of Performance Sections shall have a Residual Life exceeding 10 years, and no Performance Section shall have a calculated Residual Life of less than 5 years.

## 1.2 Residual Life Inspections

Residual Life Inspections and testing shall be performed with appropriate coverage such that the results are representative of the whole operations and maintenance (O&M) Limits within the Project in accordance with the Handback Residual Life Requirements in Table 1-1. All Residual Life Inspections and testing shall be performed under the oversight of a licensed registered Engineer for respective discipline. The responsible Engineer shall certify each Residual Life Inspection and test results. Caltrans shall be given the opportunity to witness any of the inspections and/or tests and shall be provided with a minimum of fourteen (14) calendar days notice prior to the performance of any such inspections or tests. SBCTA shall deliver to Caltrans, within thirty (30) calendar days after it is created, the output data arising from any testing and any interpretation thereof made by the testing organization.

If SBCTA fails to undertake inspections within the relevant time periods described below, Caltrans shall be entitled to undertake or arrange the relevant inspections itself, following thirty (30) calendar days written notice to SBCTA.

## 1.3 Residual Life Inspection Report

Exhibit B-2

A Residual Life Inspection Report shall be developed for each of the specified Residual Life Inspections. The Residual Life Inspection Report shall provide a record of the asset condition of all Elements and components of the Project in accordance with Table 1-1. For each Element, it shall provide the following minimum information: Residual Life Inspection Report shall be collated by Residual Life Elements in accordance with Table 1-1.

- A. Report shall provide description and location of Element.
- B. Element location shall be identified by global positioning system (GPS) coordinates. For non-fixed point Elements provide GPS coordinates for beginning and end section limits.
- C. Provide current Element condition and rating in accordance with respective inspection and testing methodology.
- D. Provide an assessment of its current Residual Life.
- E. Provide photographs of each Element, including individual component and specific section being evaluated to support the assessment of current asset condition.
- F. Provide calculation of Residual Life at Handback for all pavement sections.

#### 1.4 Initial Residual Life Inspection

SBCTA shall carry out the Initial Residual Life Inspection in accordance with Table 1-1, to identify and establish the asset condition of all pavement components of the Project and verify the extent of the required Rehabilitation Work before the end of Term.

The Initial Residual Life Inspection shall be carried out between 59 and 57 months before the end of the Term. SBCTA shall perform the Initial Residual Life Inspection of all identified Elements as set forth in Table 1-1. The test methods used for the residual inspection shall be the same methodology as the ones used by Caltrans at the time of inspection.

#### 1.5 Remaining Useful Life at Handback

Minor/ low severity age-related non-structural weathering of concrete structures consisting of minor scaling and/or non-structural low severity hairline cracks shall not be evaluated and included as part of the Handback Requirements. Table 1-1 contains list of pavement handback requirements.

**Table 1-1. - Handback Residual Life Requirements**

Description	Residual Life at Handback (Yrs)	Useful Life at Handback (Yrs)	Inspection Requirements	Residual Life Methodology (RLM) Requirement
Pavement (rigid)	-	10 (>85%)	<p>Inspections shall provide a continuous or near-continuous record of Residual Life in each lane. Where the inspection method does not provide a continuous record of Residual Life, the number of valid measurements in each Pavement Performance Section shall be sufficient to give a statistically valid result.</p> <p>Inspections shall be repeatable to an agreed level of accuracy and inspection contracts shall include an agreed proportion of inspections to verify accuracy. Inspections shall include automated condition distress survey, ride quality, skid resistance, and faulting.</p>	<p>RLM shall be capable of calculation of Residual Life for each 0.1 mile Pavement Performance Section. For a nominal 10 year Residual Life at Handback, 85% of Pavement Performance Sections shall have a Residual Life exceeding 10 years, and no Pavement Performance Section shall have a calculated Residual Life of less than 5 years. The Residual Life Methodology for road pavement shall take into account the thickness and joint load transfer efficiency. At the end of the O&amp;M Period, the structural capacity of each lane of the Mainline roadway shall be such that to carry projected 10 year loading without requiring rehabilitation. The following requirements shall be met at the time of handback:</p> <ul style="list-style-type: none"> <li>• Average IRI/ mile &lt; 120 in/ mile</li> <li>• Transverse unsealed random cracking &gt; 0.25" wide for &lt; 5% of slab</li> <li>• Longitudinal unsealed random cracking &gt;0.25" wide for &lt;5% of slabs</li> <li>• Corner breaks with &gt;0.5" drop off &lt; 5% of slabs</li> <li>• Average joint faulting &lt;0.1inch</li> <li>• Average skid number &gt;30</li> </ul>

Attachment: 18-1001830 I-10 TOLL FACILITIES AGREEMENT [Revision 1] (4354 : I-10 Contract 1 - TCA Coop, Toll Facilities, Fiber Lease,

Exhibit “C”

**Legal Description of Leased Property – Toll Facility**

**(To be completed prior to facility opening)**

**[To be added at a later date]**

Attachment: 18-1001830 I-10 TOLL FACILITIES AGREEMENT [Revision 1] (4354 : I-10 Contract 1 - TCA Coop, Toll Facilities, Fiber Lease,

Exhibit C-1

Exhibit "D"

Form of Memorandum of Agreement

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

San Bernardino County Transportation Authority  
1170 W. Third Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410  
Attention: Clerk of the Board

Exempt from Recording fees per Government Code § 27383

(Space above for Recorder's use)

**MEMORANDUM OF AGREEMENT  
(INCLUDING REAL PROPERTY LEASE)  
INTERSTATE 10 CONTRACT 1 EXPRESS LANES IN SAN BERNARDINO COUNTY**

THIS MEMORANDUM OF AGREEMENT (INCLUDING REAL PROPERTY LEASE) INTERSTATE 10 CONTRACT 1 EXPRESS LANES IN SAN BERNARDINO COUNTY ("Memorandum of Agreement") is made and entered into on \_\_\_\_\_, 201\_\_ by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "Caltrans," and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, referred to herein as "SBCTA." Caltrans and SBCTA are sometimes referred to herein individually as "Party", and collectively as the "Parties".

This Memorandum of Agreement is made in reference to that certain Caltrans/SBCTA Toll Facility Agreement (Including Real Property Lease) Interstate 10 Express Lanes in San Bernardino County ("TFA") made and entered into by and between the Parties on \_\_\_\_\_, 201\_\_.

Pursuant to the TFA, Caltrans agreed to lease to SBCTA that certain freeway right of way legally described in Exhibit "A", attached hereto and incorporated herein by reference, for a term of \_\_\_\_\_ years, commencing as of the first day on which the full Toll Facility (as defined in the TFA) opens for public use and toll operations, assuming said facility is built. All of the terms and conditions of the TFA are made part of this Memorandum of Agreement as though fully set forth herein.

The Parties shall record a lease commencement date certification setting forth the actual commencement date of the lease described herein, provided that if no such document is recorded, the lease commencement date shall be deemed to be the actual date the full Toll Facility opens for public use and toll operations.

**Signatures on following page**

Exhibit D-1



**SIGNATURE PAGE  
TO  
MEMORANDUM OF AGREEMENT  
(INCLUDING REAL PROPERTY LEASE)  
INTERSTATE 10 CONTRACT 1 EXPRESS LANES IN SAN BERNARDINO COUNTY**

**State of California Department of Transportation:**

By: \_\_\_\_\_ \*

Its: \_\_\_\_\_

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

Approved as to legal form:

By: \_\_\_\_\_

Its: \_\_\_\_\_

**San Bernardino County Transportation Authority:**

By: \_\_\_\_\_ \*

Its: \_\_\_\_\_

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

Approved as to legal form:

By: \_\_\_\_\_  
San Bernardino County Transportation Authority  
General Counsel

\* Signatures must be notarized.

Exhibit D-2

**EXHIBIT "A"  
TO  
MEMORANDUM OF AGREEMENT  
(INCLUDING REAL PROPERTY LEASE)  
INTERSTATE 10 CONTRACT 1 EXPRESS LANES IN SAN BERNARDINO COUNTY**

Description of Caltrans right of way subject to lease under the TFA

**[To be added at a later date]**

Attachment: 18-1001830 I-10 TOLL FACILITIES AGREEMENT [Revision 1] (4354 : I-10 Contract 1 - TCA Coop, Toll Facilities, Fiber Lease,

Exhibit D-3

**NOTARY ACKNOWLEDGMENT**  
**(California All-Purpose Acknowledgment)**

**[To be added at a later date]**

Attachment: 18-1001830 I-10 TOLL FACILITIES AGREEMENT [Revision 1] (4354 : I-10 Contract 1 - TCA Coop, Toll Facilities, Fiber Lease,

Exhibit D-4

**Contract Summary Sheet**

**General Contract Information**

Contract No: 18-1001831 Amendment No.: \_\_\_\_\_ Vendor No.: 0450  
 Vendor/Customer Name: Caltrans Sole Source?  Yes  No  
 Description: Fiber Optic Shared Lease Agreement  
 Start Date: 01/04/2018 Expiration Date: 01/01/2068 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ -	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ -	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ -

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: Approve MOU No. 18-1001831 with Caltrans

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Chad Costello

Attachment: 18-1001831-CSS Fiber Optic Shared (Lease) Agreement (4354 : I-10 Contract 1 - TCA Coop, Toll Facilities, Fiber Lease, Western

**INTER-AGENCY FIBER OPTIC INFRASTRUCTURE SHARING AGREEMENT**

{ **CALTRANS OF CALIFORNIA**  
{ **Department of Transportation**  
{ **District 8 (Caltrans)**

**PARTIES TO AGREEMENT**

**AND**

{ **San Bernardino County**  
**Transportation Authority (SBCTA)**  
**(SBCTA No. 181001831)**

This Memorandum of Understanding (“Agreement”) memorializes the agreement between the parties thereto with respect to the shared resources discussed. Funding commitments providing for the deposit of funds for specific work phases or project effort committing machine or personnel time will be covered by one or more separate: a) cooperative agreement(s), b) encroachment permit(s), c) Right of Entry (ROE) Permit(s), or other mechanism as may be outlined herein.

WHEREAS, on December 1, 1997, the California Department of Transportation, “(CALTRANS)” issued Traffic Operations Program Policy (TOPP) 97-4 “Fiber Optic Communications Network and the Sharing of Fibers with Governmental Entities.” The policy encourages broad development of Intelligent Transportation Systems (“ITS”) communications networks, as well as providing redundancy; and

WHEREAS, it is the further policy of CALTRANS that fiber optic cables installed in CALTRANS highway right of way will be restricted to transportation information use only; and

WHEREAS, the San Bernardino County Transportation Authority, (“SBCTA”), as the County transportation planning agency, encourages the sharing of public transportation infrastructure to the mutual benefit of CALTRANS, as well as the general public; and

WHEREAS, SBCTA and CALTRANS, hereinafter collectively referred to as the “AGENCIES” and individually referred to as “AGENCY”, desire to provide individual communication links from each of their respective fiber optic backbone cables or conduits which are located along each of the AGENCIES’ transportation corridors for the use by each of the other AGENCIES; and

WHEREAS, CALTRANS constructed and operates its Transportation Management Center (“TMC”), located at 13892 Victoria Street, Fontana, CA 92336. The purpose of the TMC is to develop an

optimum system to monitor freeway traffic flow, to manage traffic, and to issue advisory information intended to minimize delay and inconvenience to travelers; and

WHEREAS, CALTRANS, as part of its Advanced Traffic Management System (“ATMS”) program, monitors freeway conditions in and around San Bernardino County, has and continues to develop and deploy new methods of information gathering by means of an electronic surveillance system utilizing electronic detectors, Closed Circuit Television (“CCTV”) systems, and various other sources (collectively “ITS field devices”); and

WHEREAS, CALTRANS desires to expand and provide redundancy to its existing high speed fiber optic digital information network, known as its Traffic Operations Systems Network (“TOSNET”). TOSNET connects the TMC and ITS field devices, including CCTV systems, along the CALTRANS highway system. CALTRANS further desires to extend new ITS facilities constructed along the CALTRANS highway system to enhance the performance and utilization of information gathered by the ITS field devices and the TMC and to communicate information to the public via digital changeable electronic message boards, and

WHEREAS, SBCTA as the express lane manager contracts with vendors that operate and maintain toll and express lanes along various corridors, who utilize fiber optic communication systems to control and operate toll collection systems, Changeable Message Signs, CCTV’s, Traffic Detection, and

WHEREAS, SBCTA desires to create physically independent fiber links to isolate and improve security and reliability for toll operation, traffic management, toll collection, etc.; and

WHEREAS, CALTRANS, and SBCTA will benefit from sharing communication links in the AGENCIES’ existing fiber optic infrastructure and enable each AGENCY to establish redundant fiber paths that will enhance network reliability and performance.

NOW, THEREFORE, the parties hereto agree as follows:

**Article I- Obligation of CALTRANS**

1. CALTRANS shall provide SBCTA with access to dark (unused) fiber optic strands or (unused) ducts owned by the CALTRANS as shown in, Exhibit A consistent with Article III below.
2. CALTRANS shall continue to maintain and monitor the fiber optic network owned by CALTRANS, as resources permit within its reasonable discretion. It is understood that the fiber

optic infrastructure that is the subject of this Agreement is likely to be exposed to various hazards such as construction activity and vandalism. CALTRANS shall make all reasonable efforts to keep its fiber optic system operational at all times, but does not warrant or otherwise guarantee its availability.

3. CALTRANS shall allow SBCTA, to utilize their fiber optic infrastructure so long as they are not needed for a higher priority activity, as determined by CALTRANS in the exercise of reasonable discretion. Any access by SBCTA to the right of way of CALTRANS for design, construction activities, or to access fiber optic connection points shall require SBCTA to obtain an encroachment permit. CALTRANS recognizes the potential time-sensitivity of access needed to resolve network connection problems, and will take all reasonable steps to facilitate expedited access to the fiber network.
4. Should any of CALTRANS transmitting equipment impact the SBCTA's operation in any way, CALTRANS shall, as soon as possible, take reasonable steps to remedy the situation in a manner satisfactory to the SBCTA.

## **Article II - Obligation of SBCTA**

5. SBCTA shall provide CALTRANS with access to dark (unused) fiber optic infrastructure owned by the SBCTA as shown in, Exhibit A consistent with Article III below.
6. SBCTA shall continue to maintain and monitor the fiber optic network owned by SBCTA, as resources permit within its reasonable discretion. It is understood that the fiber optic infrastructure that is the subject of this Agreement is likely to be exposed to various hazards such as construction activity and vandalism. SBCTA shall make all reasonable efforts to keep its fiber optic system operational at all times, but does not warrant or otherwise guarantee its availability.
7. SBCTA shall allow CALTRANS to utilize their fiber optic infrastructure so long as they are not needed for a higher priority activity, as determined by SBCTA in the exercise of reasonable discretion. Any access by CALTRANS to SBCTA's fiber optic infrastructure for design, construction activities or to access fiber optic connection points shall require CALTRANS to obtain prior written permission from SBCTA's Project Delivery Director. SBCTA recognizes the

potential time-sensitivity of access needed to resolve network connection problems, and will take all reasonable steps to facilitate expedited access to the fiber network.

8. Should any of SBCTA transmitting equipment impact the CALTRANS's operation in any way, SBCTA shall as soon as possible, take reasonable steps to remedy the situation in a manner satisfactory to the CALTRANS.

### **Article III - Mutual Obligations of the Parties**

9. Each AGENCY shall designate a Coordinator for purposes of implementing this Agreement, troubleshooting future communications issues, and communicating planned outages. The Coordinator for each AGENCY shall hold a title that allows them to make decisions about their fiber optic facilities for the AGENCY, and a secondary contact shall be named that can coordinate on day-to-day issues. Each AGENCY shall keep other parties informed of any change in the status or contact information of its Coordinator, and the contacts will be listed in Exhibit B of this Agreement.
10. All phases of a fiber optic connection within another AGENCY's right of way or to another AGENCY's fiber optic cable located outside of that AGENCY's right of way shall be conducted in accordance with all policies, procedures, practices and standards that the AGENCY with the ownership interest in the right of way or cable would normally follow and/or that such owning AGENCY may in its sole and reasonable discretion deem necessary.
11. All AGENCIES agree to be responsible for any costs for the repair or replacement of their own facilities, except if the damage is caused by one of the other AGENCIES. If a disagreement relating to the cause of damage arises, the AGENCIES agree to first pursue informal dispute resolution.
12. This Agreement shall commence on the date of the last signature of an AGENCY and will remain in effect until superseded by another agreement or terminated in accordance with its terms. If any AGENCY withdraws from this Agreement, all equipment and communications hardware owned by other parties will be removed from the withdrawing AGENCY's Right of Way by the other AGENCIES at the expense of the removing AGENCY. Such removal shall be accomplished within 60 calendar days of the effective date of the withdrawal and shall leave the facility or



property of the other PARTIES in the same or better condition than it was in prior to the installation of such equipment or communications hardware.

13. Each AGENCY shall hold harmless, defend and indemnify the other AGENCY, and each of them, as well as their directors, officers, agents and employees, against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, but not including attorneys' fees, for injury or death to persons, including employees of any AGENCY, or damage to property, including property of any AGENCY, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct regarding any activity undertaken pursuant to this Agreement. However, no AGENCY shall be held harmless, defended or indemnified for any loss, liability, damage, or expense resulting from its sole negligence or the willful misconduct of its agents.
14. Each AGENCY agrees to provide dark fiber optic strands or ducts to each of the other AGENCY in accordance with the allocation reflected in Exhibit "A". To the extent that an AGENCY desires to amend the allocation reflected in Exhibit "A", each AGENCY agrees to work cooperatively to allocate strands in a manner that meets all AGENCY's reasonable needs. Any such re-allocation shall be reflected in a written Amendment to Exhibit "A" and approved by the other AGENCY. No AGENCY may assign strands or ducts designated for their use to any party not a signatory to this Agreement. To the extent that an AGENCY desires to assign strands or ducts designated for their use to a non-signatory AGENCY, they shall propose to add such AGENCY as a party to this Agreement by a written amendment to the Agreement.
15. Each AGENCY may submit a request for additional fiber infrastructure to the other AGENCY. Additional dark fiber optic strands may be allocated by the AGENCY that owns the cable to other provided the AGENCY seeking additional strands shall:
  - a. Demonstrate a reasonable need; and
  - b. Utilize the strands for public benefit; and
  - c. Have a Transportation related use
16. Any such modified allocation shall be reflected in a written Amendment to Exhibit "A". Each AGENCY shall have sole discretion to determine the number of fiber optic strands or ducts it classifies as "dark" or "empty" and available for sharing under this Agreement.

17. Except as otherwise provided for in this Agreement, each AGENCY establishing or modifying one or more fiber optic access points shall be responsible for all costs associated with such establishment, as well as for obtaining any necessary permits required for such establishment.
18. Any improvements or facilities placed or modified pursuant to this Agreement shall be designed, constructed and maintained in accordance with all applicable requirements, standards and policies.
19. Each AGENCY which owns the highway right of way being accessed pursuant to this Agreement agrees to:
  - a. Not charge any of the other AGENCIES fees for processing of the ROE or encroachment permit, except that such charges may be imposed to pay for direct costs associated with the implementation of the improvements (e.g. railroad flagmen, highway lane closures, etc.).
  - b. Work cooperatively with each of the other AGENCIES to facilitate the processing of the ROE or encroachment permits;
  - c. Require the consultants, agents, or construction contractors to name the AGENCIES who own the right of way as first party additionally named insureds;
  - d. Require that an AGENCY's consultants, agents and contractors performing work related to the other AGENCY's right of way obtain and maintain for the required duration insurance to conform, at a minimum, to the insurance requirements of the AGENCY possessing the right of way;
  - e. Minimize the review and ROE or encroachment permit issuance period to the maximum extent practicable;
  - f. Minimize associated work to develop the additional access point to that which is required to conform to applicable standards and regulatory requirements; and
  - g. Require all construction workers and construction managers attend specialized training and possess proper certification in order to perform work in or near access controlled right of way (e.g. State Roadway Worker Training) when working within or near access controlled rights of way.

20. Additional access point enclosures and equipment located in access controlled right of way shall only be considered at locations where interface points in publicly accessible right of way are determined to be undesirable, impractical, or excessively expensive to implement. The AGENCY desiring the additional access point shall submit a written request detailing why the additional access point is needed and why it is undesirable, impractical, or excessively expensive to construct the access point within publicly accessible right of way. The AGENCY possessing the access controlled right of way may, in its sole discretion, refuse the request of the other AGENCY considering the following factors:
- a. Whether the proposed access point provides a significant benefit consistent with the overall intent of this Agreement;
  - b. Whether the proposed access point could create an unsafe condition;
  - c. Whether the proposed access point could create a significant adverse impact on an existing or future facility.
21. Should an AGENCY refuse a request from another AGENCY, then the AGENCIES shall work cooperatively to develop an alternative interface solution that would be mutually agreeable to the parties.
22. Any AGENCY may terminate this agreement at any time, and without cause, by providing 60 days' written notice to all other AGENCIES.
23. This Agreement is for the benefit of the AGENCIES only. No Third Party beneficiary is intended.
24. The AGENCIES agree and understand that the obligations created by this Agreement are subject to the appropriation of the required resources by the Board or other governing body of such AGENCY.
25. It is the responsibility of each party to update their respective fiber sharing network and connections as expansion of the system occurs beyond that shown in the attached exhibits through amending Exhibit "A" and providing written notice to the other AGENCIES.
26. This Agreement is not transferable or assignable except upon written approval by every AGENCY or as otherwise provided for herein.

27. Any amendment(s) to this Agreement, or any of the Exhibits hereto, shall require the written approval of all AGENCIES. Each AGENCY shall expeditiously consider any proposed amendment and shall endeavor to provide either its written approval or comments supporting its lack of approval within fourteen (14) days. If approval by a commission or board is required, it will be scheduled at the next available meeting after approval by AGENCY staff. No AGENCY shall unreasonably withhold its consent from any proposed amendment.

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

**STATE OF CALIFORNIA**  
**Department of Transportation (CALTRANS)**

**San Bernardino County Transportation Authority**  
**(SBCTA)**

By: \_\_\_\_\_  
John Bulinski  
District Director

By: \_\_\_\_\_  
Alan D. Wapner  
Board President

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

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

APPROVED AS TO FORM AND LEGALITY

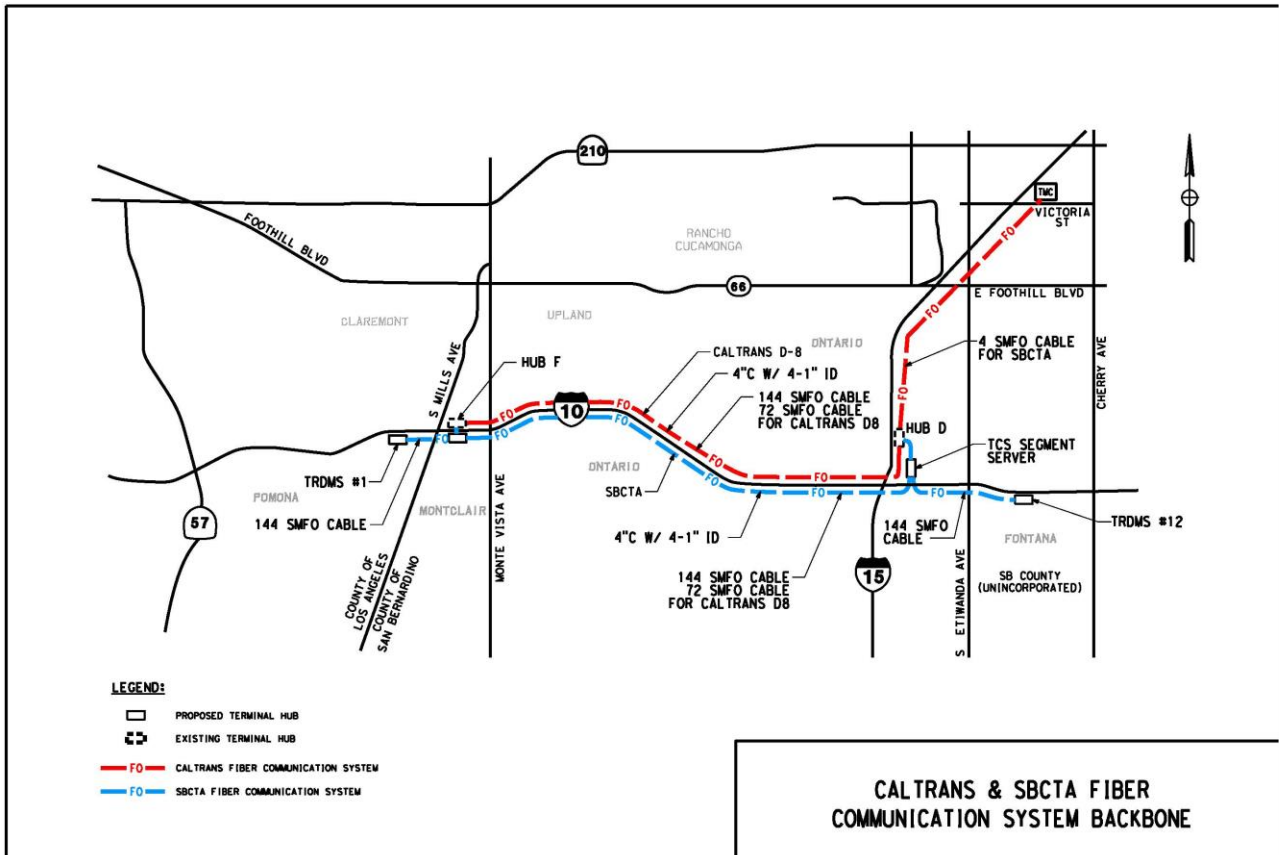
APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_  
Glenn B. Mueller  
Assistant Chief Counsel

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

Attachment: 18-1001831 I-10 TOLL FIBER OPTIC SHARED LEASE AGREEMENT (4354 : I-10 Contract 1 - TCA Coop, Toll Facilities, Fiber Lease,

# EXHIBIT A FIBER OPTIC INFRASTRUCTURE ALLOCATIONS FOR CALTRANS AND SBCTA



Attachment: 18-1001831 I-10 TOLL FIBER OPTIC SHARED LEASE AGREEMENT (4354 : I-10 Contract 1 - TCA Coop, Toll Facilities, Fiber Lease,

**EXHIBIT B****AGENCY COORDINATOR CONTACTS:****CALTRANS:**

Thomas Ainsworth, PE

Chief, TMS Support

Caltrans District 08, IETMC

(909) 356-3755

**SBCTA:**

**Paula Beauchamp**

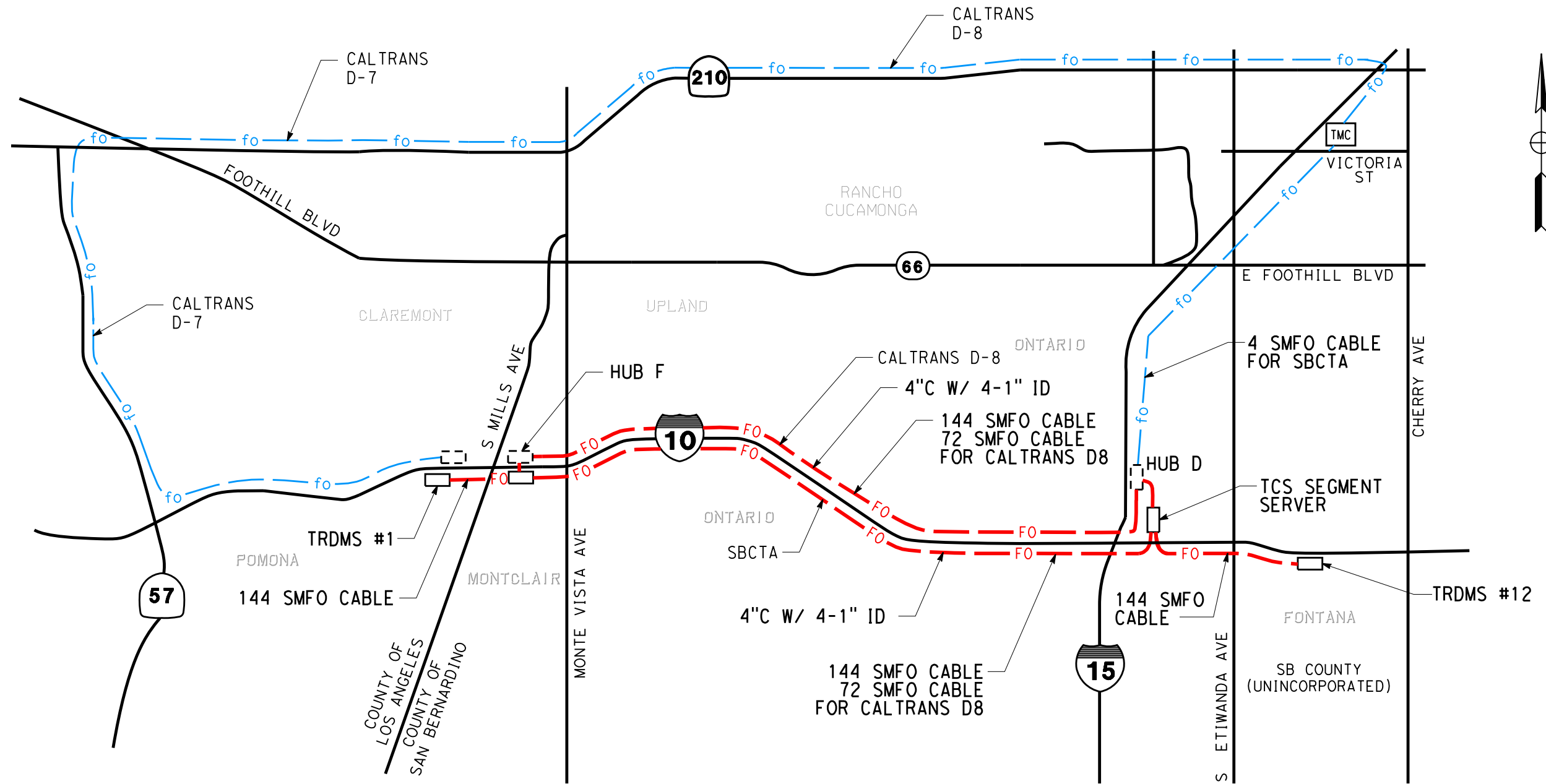
**Project Delivery Director**

1170 West Third Street, 2<sup>nd</sup> Floor

San Bernardino, CA 92410

909.884.8276 | Office





- LEGEND:**
- PROPOSED TERMINAL HUB
  - EXISTING TERMINAL HUB
  - FO PROPOSED FIBER COMMUNICATION SYSTEM
  - fo EXISTING FIBER COMMUNICATION SYSTEM

**CALTRANS & SBCTA FIBER COMMUNICATION SYSTEM BACKBONE**





**Contract Summary Sheet**

**General Contract Information**

Contract No: 18-1001833 Amendment No.: \_\_\_\_\_ Vendor No.: 0450  
 Vendor/Customer Name: Caltrans Sole Source?  Yes  No  
 Description: Traffic Operations Agreement  
 Start Date: 01/04/2018 Expiration Date: 01/01/2068 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 3,000,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 3,000,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 3,000,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: Approve Cooperative Agreement No. 18-1001833 with Caltrans

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Chad Costello

Attachment: 18-1001833-CSS Traffic Operations Agreement (4354 : I-10 Contract 1 - TCA Coop, Toll Facilities, Fiber Lease, Western Region

07-LA-10 44.9/48.3  
 08-SBd-10 0.0/13.2  
 EA 0C251  
 PN 08160007  
 CALTRANS AGREEMENT 08-XXXX  
 SBCTA AGREEMENT 18-1001833

**TRAFFIC OPERATIONS AGREEMENT  
 BY AND BETWEEN  
 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
 AND  
 STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION FOR  
 INTERSTATE 10 CONTRACT 1 EXPRESS LANES PROJECT**

This Traffic Operations Agreement (AGREEMENT) is entered into between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “CALTRANS,” and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a California county transportation authority, referred to herein as “SBCTA.” CALTRANS and SBCTA are sometimes referred to herein, individually, as “Party” and, collectively, as the “Parties”.

**RECITALS**

WHEREAS, SBCTA is a county transportation authority and a county transportation commission responsible for planning and implementing transportation improvements within San Bernardino County.

WHEREAS, CALTRANS is the State agency vested with the ownership of, and which is responsible for the design, construction, maintenance, and operation of the California State Highway System.

WHEREAS, pursuant to its rights granted under Section 130000, et seq., of the Public Utilities Code, Section 149.11 of the Streets and Highways Code, and Section 6820, et seq., of the Public Contract Code, SBCTA is studying the possible construction of tolled and non-tolled improvements and the potential operation of a toll facility on Interstate 10 (I-10) in order to improve traffic conditions within and adjacent to San Bernardino County.

WHEREAS, the Parties have, prior to or concurrent with this Agreement, negotiated and entered into a Design-Build Cooperative Agreement for the potential construction of the “Toll Facility”. The Toll Facility shall be defined as the pavement comprising the I-10 Express Lanes proposed to be completed in San Bernardino County, once completed and placed into operation by SBCTA, according to the separate Toll Facility Agreement;

WHEREAS, CALTRANS District 8 Transportation Management Center building facility (TMC) is near the Toll Facility and SBCTA desires that SBCTA staff, consultants and/or equipment as appropriate for the ongoing SBCTA operations, monitoring and maintenance of the Toll Facility use and occupy a portion of the TMC, as more fully described in Attachment A to this AGREEMENT (“Toll Facility Use”);

WHEREAS, SBCTA desires to install CALTRANS-approved improvements and equipment at the TMC as necessary to accommodate the Toll Facility Use (“TMC PROJECT”);

WHEREAS, the traveling public will benefit from having the Traffic Operations Center collocated with the TMC to coordinate incident management and traveler information activities; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions under which CALTRANS will permit the Toll Facility Use and the TMC Project; and

WHEREAS, the Parties acknowledge and agree that nothing in this AGREEMENT commits SBCTA to approve or construct the Toll Facility, or any portion thereof.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by SBCTA and CALTRANS as follows:

## SECTION I

### SBCTA AGREES:

1. To procure, advertise, award, and administer a Toll System Provider (TSP) contract that will include the TMC Project in accordance with Attachment A.
2. To perform all necessary engineering design work subject to State approval including, but not limited to, preparation of detailed Plans, Specifications, and Estimate (PS&E), and building utility identification and location, to perform all necessary engineering, and to perform all necessary deployment, operation, and maintenance for the TMC PROJECT, and bear all actual costs thereof.
3. To make available to CALTRANS, at no cost to CALTRANS, personnel who are preparing the PS&E, through completion of TMC PROJECT, to discuss problems which may arise during installation and/or to make design revisions for contract change orders.
4. To furnish, at SBCTA's expense, and subject to the prior approval of CALTRANS, a field site representative, to perform the functions of a Resident Engineer. This Resident Engineer shall be independent of the installation contractor.
5. If SBCTA terminates the TMC PROJECT prior to completion of the TMC PROJECT,

CALTRANS may require SBCTA, at SBCTA's expense, to return the TMC to its original condition or to a condition of acceptable permanent operation. If SBCTA fails to do so, CALTRANS reserves the right to finish TMC PROJECT or place the TMC PROJECT in a condition of satisfactory permanent operation. CALTRANS will bill SBCTA for all actual expenses incurred and SBCTA agrees to pay said expenses within thirty (30) days or CALTRANS acting through the CALTRANS Controller, may withhold an equal amount from future apportionments due SBCTA.

6. To defend, indemnify and hold CALTRANS harmless from any action or claim challenging SBCTA's use of CALTRANS power, and any claims against CALTRANS for electrical outage or interruption.
7. To comply with all the terms and conditions governing occupancy and use of the TMC as set out in Attachment A, "Terms and Conditions for Occupancy and Use of CALTRANS District 8 TMC Facility" attached to and made a part of this AGREEMENT.
8. To pay CALTRANS for use and occupancy of the TMC Premises in accordance with the terms set forth in Attachment A.

## SECTION II

### CALTRANS AGREES:

1. To provide SBCTA, in accordance with Attachment A, with the use and occupancy of approximately a) 500 square feet of TMC floor space, and b) video wall space, to accommodate up to five (5) SBCTA staff or consultants on a daily basis to be co-located in the TMC and equipment as appropriate for the ongoing SBCTA operations, monitoring and maintenance of the Toll Facility.
2. To review and approve all necessary engineering design and implementation work performed by SBCTA and its consultants to accommodate the ongoing SBCTA operations, monitoring and maintenance of the Toll Facility.
3. To provide a contact person within CALTRANS who will assist SBCTA in working with the various CALTRANS' departments that will be involved in PROJECT and, as a part of CALTRANS' quality assurance activities, to provide a qualified representative of CALTRANS during installation of PROJECT who shall have authority to accept or reject work and materials affecting the integrity of CALTRANS' building or to order any actions needed for public safety or the preservation of property and to assure compliance with all provisions of this AGREEMENT.
4. Notwithstanding any other provision of law, CALTRANS retains the authority to stop SBCTA's work wholly or in part and take appropriate action when public safety is jeopardized on PROJECT. CALTRANS shall regularly inspect the job site for safety compliance and any possible deficiencies. If any deficiency is observed, a written notice shall be sent by CALTRANS to SBCTA for corrective action. Once the deficiency is

corrected, a written notice describing the resolution of the deficiency shall be sent to CALTRANS by SBCTA and documented. While CALTRANS retains the authority to stop work due to public safety and require compliance, CALTRANS maintains no obligation to do so. SBCTA and their agents are solely responsible for public safety within the TMC PROJECT area.

5.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. All obligations of SBCTA under the terms of this AGREEMENT are subject to the availability of funding and any necessary approval by SBCTA's Board.
2. Construction by SBCTA of improvements referred to herein which lie within or affect CALTRANS' TMC, shall not be commenced until SBCTA's PS&E involving such work has been reviewed and accepted by signature of CALTRANS TMC Facility Manager and until CALTRANS issues approval to begin construction improvements.
3. SBCTA's contractor shall maintain in force, until completion and acceptance of the installation of the PROJECT, insurance as required in Attachment A. Coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to CALTRANS which shall be delivered to CALTRANS before the issuance of an encroachment permit to SBCTA's contractor.
4. During the installation of PROJECT, representatives of SBCTA and CALTRANS will cooperate and consult, and all work pursuant to PROJECT shall be accomplished according to approved PS&E and CALTRANS' applicable standards. CALTRANS' representative shall verify satisfaction of these requirements. CALTRANS' representative is authorized to enter the installation space for the purpose of monitoring and coordinating PROJECT activities.
5. Changes to the PS&E for PROJECT shall be implemented by contract change orders reviewed and concurred with by CALTRANS' TMC Facility Manager. All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in CALTRANS' Construction Manual shall be approved by CALTRANS in advance of performing the work.
6. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this AGREEMENT or affect the legal liability of either party to the AGREEMENT by imposing any standard of care with respect to the development, design, installation, operation, or maintenance of CALTRANS and SBCTA facilities and equipment different from the standard of care

imposed by law.

7. Neither CALTRANS nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CALTRANS and all its officers, agents and employees from all claims, suits or actions of every name, kind and description brought for or on account of interference or injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT.
8. Neither SBCTA nor any Board Member, officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority or jurisdiction delegated to CALTRANS under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CALTRANS shall fully defend, indemnify and save harmless SBCTA and all its Board members, officers, agents and employees from all claims, suits or actions of every name, kind and description brought for or on account of interference or injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority or jurisdiction delegated to CALTRANS under this AGREEMENT.
9. This AGREEMENT may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
10. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. All notices and other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

**SBCTA:**

San Bernardino County Transportation Authority  
 1170 W. Third Street, 2<sup>nd</sup> Floor  
 San Bernardino, CA 92410  
 Attn.: Paula Beauchamp,  
 Project Delivery Director

**CALTRANS:**

California Department of  
 Transportation  
 464 W. Fourth Street  
 San Bernardino, California 92401  
 Attn.: \_\_\_\_\_,  
 Deputy District Director,

Traffic Operations

Fax: (909) 885-4407

Fax: (909) 383-4138

11. Those portions of this AGREEMENT pertaining to the design and installation work of PROJECT shall terminate upon completion and acceptance of the PROJECT contract by SBCTA with concurrence of CALTRANS, or on June 15, 2023, whichever is earlier in time. However, the ownership, occupancy, use, operation, maintenance, TMC Use Payments, indemnity, and claims clauses shall remain in effect indefinitely unless or until mutually terminated by both parties.

[Signatures on following page]

**SIGNATURE PAGE TO  
TRAFFIC OPERATIONS AGREEMENT**

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
John Bulinski  
District Director

By: \_\_\_\_\_  
Alan D. Wapner  
Board President

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jon Oldenburg  
Deputy Attorney

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

Attachment: 18-1001833 I-10 TOLL TRAFFIC OPERATIONS AGREEMENT (4354 : I-10 Contract 1 - TCA Coop, Toll Facilities, Fiber Lease,



## Attachment A

### Terms and Conditions for Occupancy and Use of CALTRANS District 8 TMC Facility

1. In consideration of SBCTA's performance of its obligations under the AGREEMENT, CALTRANS, acting at the direction of the STATE OF CALIFORNIA, owner of the CALTRANS' facilities, hereby agrees to allow SBCTA's use of CALTRANS' facilities, conditional upon SBCTA's compliance with the terms, agreements and conditions set forth in the AGREEMENT and this Attachment, comprising approximately 500 square feet of building space of those certain premises (Premises) located at the Transportation Management Center (TMC) in Fontana, San Bernardino County, California.
2. The Premises shall be used by SBCTA during the term of the AGREEMENT for the purpose of conducting a public traffic advisory operation for the I-10 Corridor Contract 1 Express Lanes Project, in joint partnership with CALTRANS' Transportation Management Center and with the consent and approval of the TMC Facility Manager and such related uses that may be included in these activities, and for no other purpose whatsoever (Toll Facility Use). Consent and approval for those directly related additional uses will not be unreasonably withheld by CALTRANS. The SBCTA operations and monitoring program conducted within the Premises will be the function and total responsibility of SBCTA. CALTRANS will have no obligation to provide any program needs, including supplies and equipment, except as otherwise specified herein. SBCTA will obtain all appropriate licensing and permits.
3. Days and hours of SBCTA's operation may be 24-hours a day, 7-days a week.
4. During the term of this AGREEMENT, CALTRANS shall furnish janitorial services, utilities, police security, contract building and grounds service, elevator maintenance, fire extinguisher maintenance, pest control, and recurring maintenance to the Premises occupied by SBCTA and to the "common" building areas during normal business hours (6:00AM to 6:00PM Monday through Friday excepting weekends and CALTRANS' holidays).
5. SBCTA agrees to adhere to and abide by the terms and conditions of the then published (and as may be amended) CALTRANS' Building Operational Security Plan & Procedures.
6. SBCTA further agrees to bear all expenses associated with SBCTA's use of CALTRANS' facilities after normal business hours, including, but not limited to, additional security officers, building engineers or janitors if required to support SBCTA's presence within the Premises.
7. SBCTA shall have the right, at its sole cost and expense, to make alterations as necessary in the Premises, but only after first discussing those proposed alterations and obtaining

written consent of CALTRANS.

8. It is agreed by both parties hereto that the already emplaced modular furniture, chairs and other furnishings (Furnishings) in the occupied space areas are to be inventoried by SBCTA upon occupying the Premises with that inventory verified by CALTRANS. Said Furnishings are to remain the property of CALTRANS while SBCTA shall have the right to use said Furnishings for the term of this AGREEMENT.
9. SBCTA agrees to and shall, at SBCTA's expense, restore damaged Furnishings to their present condition, ordinary wear and tear excepted, or replace any part thereof destroyed in whole or in part by SBCTA's negligent or willful acts, or the negligence or willful actions of their employees, agents, or visitors. SBCTA shall, at SBCTA's expense, after receiving written authorization from CALTRANS, reconfigure said Furnishings using either a CALTRANS' approved contractor or an approved SBCTA vendor.
10. CALTRANS will allow SBCTA to use common or exclusive areas such as the break and conference rooms, subject to reasonable charges, time reservations and other rules and regulations, as CALTRANS may determine.
11. The Premises and common areas of the building occupied by SBCTA will be used for office purposes necessary to support operation of the described Toll Facility and for no other purpose without the prior written consent of CALTRANS' TMC Facility Manager.
12. SBCTA's placement of Furnishings when setting up file, mail, storage, or office rooms within the occupied space must be in conformance with the structural integrity of the building. Any exception to this live load floor capacity must be discussed with and approved in writing by CALTRANS TMC Facility Manager.
13. CALTRANS shall have the full power and right to determine and regulate the operations of SBCTA insofar as they affect the building operations, safety and effective use of CALTRANS' activities conducted at the same location. All employees of SBCTA and its contractors shall be subject to the rules and regulations of CALTRANS as they relate to conduct on CALTRANS' grounds and the general use of CALTRANS' facilities. SBCTA will conduct its operations in such a manner so as to minimize any interference with CALTRANS' activities.
14. SBCTA's Contractor shall furnish a Certificate of Insurance to CALTRANS with amounts of commercial general liability insurance with personal injury coverage of not less than \$500,000 per person and \$1,000,000 for each occurrence, and property damage of at least \$1,000,000, or a combined single limit policy of not less than \$2,000,000.

The Certificate of Insurance will provide that:

- a. the insurer will not cancel the insurer's coverage without endeavoring to provide thirty (30) days prior written notice to CALTRANS;

- b. CALTRANS, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations of SBCTA under this AGREEMENT are concerned; and
  - c. CALTRANS will not be responsible for any premiums or assessments on the policy.
15. SBCTA agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time during the term of this AGREEMENT, SBCTA agrees to provide CALTRANS, at least thirty (30) days prior to said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this AGREEMENT, or for a period of not less than one year. In the event SBCTA fails to keep insurance coverage in effect at all times as herein provided, CALTRANS may, in addition to any other remedies it may have, terminate this AGREEMENT after giving SBCTA thirty days notice and an opportunity to cure and SBCTA fails to timely cure.
16. In the performance of this AGREEMENT, SBCTA will not discriminate against any employee or application for employment because of race, color, creed, sex, national origin ancestry, age, handicap, or religion.\* SBCTA will ensure that applicants for employment and employees are treated during employment without regard to race, color, creed, sex, national origin ancestry, age, handicap, or religion. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. SBCTA shall post in conspicuous places available to employees and applicants for employment, notices to be provided by CALTRANS setting forth the provisions of this Fair Employment Practices Section.

\*See Government Code, Section 12920-12994 for further details.

Remedies for willful violations:

- a. CALTRANS may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in any action to which SBCTA was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that SBCTA has violated the Fair Employment Practices Act and has issued an order under the Government Code.
17. SBCTA shall make no repairs, changes, and/or alterations or post signs to the Premises without first obtaining the written consent of CALTRANS. All normal maintenance and repairs for ordinary wear and tear to plumbing, electrical, and mechanical systems shall be the responsibility of CALTRANS. CALTRANS will determine what maintenance is considered normal and minimum and will, therefore, be provided under the terms of this

AGREEMENT. The following repairs will be considered normal and minimum: plugged toilets and/or drains, minor plumbing repairs such as leaks, electrical repairs, not to include replacement of light bulbs, gas line repairs, and heating system repairs. Normal minimum maintenance of an emergency nature will be provided on normal CALTRANS' Business hours within twenty-four (24) hours of notification to the TMC Facilities Manager's office. All other minimum maintenance will be provided within thirty (30) days. The repair or replacement of any damage beyond ordinary wear and tear to these systems and all other maintenance needs shall be the responsibility of SBCTA and shall be accomplished before termination of this AGREEMENT.

18. No alterations to the Premises or construction of improvements thereon shall be permitted to begin until CALTRANS (including General Services Buildings and Grounds Division) has approved the completed plans and specifications for said project, said plans to be prepared by an architect registered by CALTRANS.
19. Upon termination of this AGREEMENT for any cause, SBCTA shall remove any and all equipment and improvements of SBCTA and restore the entire Premises to its condition prior to the commencement of PROJECT unless CALTRANS, in writing, has approved any deviation from this requirement.
20. Telephone and/or data services and the cost thereof to the occupied Premises will be the sole responsibility of SBCTA.
21. During continuance in force of this AGREEMENT, there shall be and is hereby expressly reserved to CALTRANS and to any of its agencies, contractors, agents, employees, representatives, or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Premises for a survey or to perform other lawful CALTRANS' acts.
22. SBCTA shall have a person readily available at all times when the facility is in use who has authority to make decisions on behalf of SBCTA. A list of persons of authority shall be updated on a regular basis and this list shall be on file CALTRANS' Facilities Management Office for use in an emergency.
23. SBCTA understands and agrees to comply with the following:
  - a. No painting, including murals, graphics, etc., will be done without first obtaining CALTRANS' written approval.
  - b. No door lock changes shall be made without first obtaining CALTRANS' written approval.
  - c. No pictures, bulletin boards, or blackboards shall be attached to walls without first obtaining CALTRANS' written approval.
  - d. No electrical plug-in appliances or direct wired units are to be used without first

obtaining CALTRANS' written approval.

- e. All water leaks and electrical power outages are to be reported immediately to CALTRANS by written notice provided to the Caltrans TMC Facility Manager.
24. To the extent that SBCTA requests parking access for its employees and contractors, CALTRANS will, within the constraints of its own needs for said space for CALTRANS and CALTRANS' employee vehicles, determine that availability. SBCTA shall conform to all security and parking restrictions established by CALTRANS for access to the Premises.
  25. Any SBCTA and consultant staff that will be permanently located at the TMC site will require personal background checks as required by the State. This will require the staff to be fingerprinted and have background checks by the California Dept. of Justice, and employment in the TMC is conditional upon concurrence by the California Highway Patrol.
  26. Any SBCTA and consultant staff that will be permanently located at the TMC site will be required to wear a State-provided TMC badge at all times while on the Premises. Badges will be provided by the TMC Facility Manager, but a fee will be charged if an individual requests an excessive number of badges because they lost or damaged their badges as deemed appropriate by the TMC Facility Manager.
  27. Based on existing TMC operational costs, SBCTA shall compensate CALTRANS for use of the TMC Facility at an annual rate of \$12,000 per staff commencing on the date the Toll Facility Use commences (TMC Use Payment). CALTRANS may invoice SBCTA on a recurring basis – either prorated monthly or annually in arrears. SBCTA will pay CALTRANS' undisputed invoices not later than sixty (60) days after receipt. The initial SBCTA staff number is estimated at three (3) staff and may increase in the following years to five (5) staff. Therefore, the proposed annual cost for this staffing level would range from \$36,000 to \$60,000 per year. SBCTA will require prior approval of the TMC Facility Manager for any staffing levels beyond 5 staff to support SBCTA Toll Facilities. SBCTA agrees to review actual State TMC facility expenditure reports every five (5) years to recalibrate the SBCTA costs which may increase or decrease the staffing rate, and will update the annual budgets and SBCTA Board accordingly.

**Contract Summary Sheet**

**General Contract Information**

Contract No: 18-1001854 Amendment No.: \_\_\_\_\_ Vendor No.: 03364  
 Vendor/Customer Name: Transportation Corridor Agencies Sole Source?  Yes  No  
 Description: Toll Services Agreement (TCA)  
 Start Date: 01/04/2018 Expiration Date: 01/01/2068 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	TBD	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	TBD	<b>TOTAL CONTINGENCY VALUE</b>	\$ -
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	TBD *

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: Approve Cooperative Agreement No. 18-1001854 with TCA

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: John Meier. \*As per Recommendation D, annually, and as necessary, authorize the Executive Director to approve the TCA contract value which will be based on contract terms and current express lane volume and transactions.

Attachment: 18-1001854-CSS TCA Cooperative Agreement (4354 : I-10 Contract 1 - TCA Coop, Toll Facilities, Fiber Lease, Western Region

COOPERATIVE AGREEMENT  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
TRANSPORTATION CORRIDOR AGENCIES  
FOR  
TOLL SERVICES

COOPERATIVE AGREEMENT FOR TOLL SERVICES BETWEEN

TRANSPORTATION CORRIDOR AGENCIES and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

This COOPERATIVE AGREEMENT ("Agreement") is dated as of \_\_\_\_\_, 2017 by and between the Foothill/Eastern Transportation Corridor Agency, a California Joint Powers Agency, and the San Joaquin Hills Transportation Corridor Agency, a California Joint Powers Agency, collectively the TRANSPORTATION CORRIDOR AGENCIES ("TCA") and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA"). TCA and SBCTA are sometimes referred to herein individually as "Party", and collectively as the "Parties". Capitalized terms not separately defined in the Recitals have the meanings assigned such terms in Section 1 of the Agreement.

**RECITALS**

WHEREAS, TCA is a California toll road operator and, through its various contractors (collectively "Toll Services Contractors"), performs Transaction processing, customer service and account management functions for its Toll Facilities (State Routes 73, 133, 241 and 261) under the FasTrak®, ExpressAccount® and One-Time-Toll® logos; and

WHEREAS, SBCTA intends to operate the Interstate 10 (I-10) Express Lanes and other Toll Facilities in San Bernardino County (collectively "Express Lanes"), which will provide Customers with the option to use FasTrak and ExpressAccounts as Customer account options, as well as One-Time-Toll and TCA's other payment methods to pay tolls; and

WHEREAS, SBCTA needs toll Transaction (including video tolling) and Violation processing, customer service and account management operations, and other toll operations related services (herein referred to collectively as "Toll Services"), for the future I-10 Express Lanes and other SBCTA Toll Facilities; and

WHEREAS, TCA and SBCTA wish to enter into this Agreement to provide for the integration of the Express Lanes into the state's interoperable network of Toll Facilities, and to set forth the terms and conditions pursuant to which TCA will cause its Toll Services Contractors to provide Toll Services for the future I-10 Express Lanes and other SBCTA Toll Facilities in order for both TCA and SBCTA to achieve cost savings through economies of scale through use of the TCA's toll services capabilities to serve SBCTA Customers; and

WHEREAS, TCA is willing to provide Toll Services to SBCTA in order to achieve such economies of scale, and neither TCA nor SBCTA intends for TCA to be a guarantor of SBCTA's collection of tolls incurred by Customers of the Express Lanes or otherwise assume any liability to SBCTA for the collection of such tolls other than to require TCA's Toll Services Contractors to perform Toll Services for the SBCTA Customers' Transactions in accordance with the Toll Services Contracts, and to otherwise comply with the terms of this Agreement and applicable law; and



NOW, THEREFORE, the Parties hereto agree as follows:

## 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings hereinafter provided:

- 1.1. "Accepted SBCTA Transaction" shall mean Fully Formed Trips in accordance with the ICD that are confirmed received by TCA's BOS.
- 1.2. "Accountholder" shall mean a Customer who has a valid account for the payment of tolls on TCA or SBCTA toll facilities.
- 1.3. "Account Maintenance Fee" shall mean a monthly prescribed fee charged to an accountholder for the required maintenance of an account.
- 1.4. "Agreement" shall mean the COOPERATIVE AGREEMENT FOR TOLL SERVICES between TCA and SBCTA.
- 1.5. "Back Office System" or "BOS" shall mean the TCA computer system(s) used to: post transactions; manage Customer accounts; process payments; and to perform other Customer or Violation related functions.
- 1.6. "California Toll Operators Committee" or "CTOC" shall mean the organization of California Toll Facility owners/operators that oversees interoperability requirements and provides for coordination amongst the various agencies.
- 1.7. "Collection Services Provider" shall mean a contractor that provides debt collection services.
- 1.8. "Cost Model" shall have the meaning set forth in Section 10.
- 1.9. "Customer" shall mean a driver that has chosen to use either TCA or SBCTA's Toll Facilities.
- 1.10. "Customer Service Business Rules" shall mean TCA's documented policies and/or procedures for toll services.
- 1.11. "Customer Service Center" or "CSC" means the facility or facilities operated by TCA or its contractor for the purpose of handling Customer inquiries, performing account management; processing transactions; or providing other toll services.
- 1.12. "CSC Contractor" means the entity under contract to TCA to provide CSC services.
- 1.13. "ExpressAccount" is the trademarked brand used by TCA for non-interoperable Customer accounts which allow payment of tolls on Toll Facilities.
- 1.14. "Express Lanes" shall mean Interstate I-10 Express Lanes (Contract 1), and future Toll Facilities in San Bernardino County as SBCTA designates in a written notice to TCA sent 12 months prior to the inclusion of future Toll Facilities under this Agreement.

- 1.15. “FasTrak” and “FasTrak flex” are the trademarked brand names used in California to identify interoperable toll facilities that accept transponders issued by other California agencies.
- 1.16. “Fully Formed Trip” shall mean a record of Transaction(s) that contains the required specifications defined in the ICD for the process of collecting toll(s).
- 1.17. “Interface Control Document” or “ICD” shall mean the most recently adopted and agreed upon version of the document that describes the technical specifications for file and data exchange between TCA and SBCTA.
- 1.18. “Interoperable” or “IOP” shall have the meaning generally understood in the electronic toll payment industry, i.e., the ability for registered customers of participating toll facilities to pay tolls through a combination of electronic and image-based transactions and settlement of the associated toll transactions between the participating agencies and organizations.
- 1.19. “Minimum Compensation” shall mean the annual projection for Customer Service Center Staffing costs for SBCTA calculated in accordance with Exhibit A - Cost Model for each fiscal year and designated as Item A in Table 5.
- 1.20. “One-Time-Toll” is the trademarked brand name used by TCA to identify the option for payment of tolls using a vehicle’s license plate.
- 1.21. “Opening Day” shall mean the first day SBCTA collects tolls for usage of their Toll Facilities.
- 1.22. “Party” shall mean a Party to this Agreement and “Parties” shall mean both of them.
- 1.23. “Personally Identifiable Information” or “PII” shall mean any information that could be used to identify a person, including, but not limited to, travel pattern data, address, telephone number, Transponder number, email address, license plate number, photograph, bank account information, or credit card number.
- 1.24. “Processing Agency” shall have the meaning provided for such term in California Vehicle Code Section 40253.
- 1.25. “Roadway Business Rule” shall mean the respective Party’s documented policies and/or procedures regarding Toll Facilities’ usage.
- 1.26. “Response File” shall mean the electronic file sent by TCA to SBCTA in response to the transmittal of SBCTA Transactions to TCA’s BOS.
- 1.27. “SBCTA Transactions” shall mean the transactions captured by SBCTA’s systems identifying usage of SBCTA’s Toll Facilities.
- 1.28. “Start-up Period” shall mean the period from the date SBCTA opens the Express Lanes to the first month when Toll Services volumes achieve 1,000,000 transactions in that month or 12 months of operations, whichever occurs first.

- 1.29. “TCA Customer Account” shall mean an account established by an Accountholder with TCA for the electronic or video payment of tolls.
- 1.30. “Toll Collection System” or “TCS” shall mean all in-lane equipment and toll collection hardware and software systems necessary to capture and transmit toll transactions.
- 1.31. “Toll Facility” or “Toll Facilities” shall mean the road(s) or lane(s) for which each respective Party is duly authorized to charge and collect tolls; and to enforce toll Violations.
- 1.32. “Toll Services” shall mean services involving toll transaction (including video tolling) and Violation processing; customer service and account management operations; and other toll operations related services as agreed to by the Parties.
- 1.33. “Toll Services Contract” shall mean an agreement between TCA and a Toll Services Contractor covering materials and/or services required to provide Toll Services over a specific period of time specified in such agreement.
- 1.34. “Toll Services Contractor” shall mean the person or entity that provides materials or labor to perform a service or work under a Toll Services Contract.
- 1.35. “Transaction” shall mean the passage of any vehicle through any portion of the Toll Facilities for which a toll would normally be collected (whether directly from the vehicle’s driver or from operators of interoperable facilities for the use of the Toll Facilities by their patrons), and regardless of whether the toll is collected. Additionally, “Transactions” shall include the Transactions of Customers at interoperable facilities.
- 1.36. “Transponder” shall mean the electronic device used by the TCS to identify a Customer vehicle using a Toll Facility.
- 1.37. “Violation” shall mean a Transaction for which payment of the appropriate toll is not received.

## 2. PURPOSE AND INTENT; TOLL SERVICES CONTRACTS

The Parties to this Agreement enter into it with the sole purpose to establish understandings and commitments regarding Transaction processing and Customer/account management functions with the intent to provide each Parties cost savings through leveraging and economies of scale. Nothing in this Agreement, except where otherwise expressly provided, is intended to convey authority for the setting of toll rates and/or Violation penalty amounts; or responsibilities for facility or equipment maintenance; or debt covenants between or among the distinct Parties.

Prior to commencement of provision of Toll Services for SBCTA pursuant to this Agreement, TCA shall provide SBCTA an opportunity to review TCA’s Toll Services Contracts and plans with respect to future Toll Services Contracts in existence at the time that SBCTA plans to commence testing for the provision of Toll Services for the SBCTA Toll Facilities in accordance with Section 5.12 of this Agreement. By proceeding with testing and commencement of Toll Services for the SBCTA’s Toll Facilities, SBCTA shall

be deemed to acknowledge and agree that it made its own independent judgment that the Toll Services to be provided pursuant to, and in accordance with the terms and conditions set forth in, the Toll Services Contracts are adequate and acceptable for SBCTA's needs, and that TCA has not made any representation or warranty, and SBCTA is not relying upon any representation or warranty of TCA, with respect to the Toll Services or the Toll Services Contracts in entering into this Agreement or accepting the provision of Toll Services pursuant to this Agreement. TCA shall make reasonable efforts to provide SBCTA with advance notice of and opportunity to comment with respect to any contemplated amendments or modifications to the Toll Services Contracts, and shall consider SBCTA's comments in entering into any such amendments or modifications.

Prior to commencing the provision of Toll Services for SBCTA, TCA shall amend the Toll Services Contracts to include SBCTA in the scope of work, and to include SBCTA as an indemnified party and an additional insured under such contracts at SBCTA's sole cost, with coverage to be provided to the same extent as provided to TCA. In addition, TCA shall amend the Toll Services Contracts to require that its Toll Services Contractors maintain the confidentiality of all SBCTA-provided PII (as defined in Article 8) to the same extent the Toll Services Contractors are required to maintain the confidentiality of TCA-provided PII. TCA shall amend the Toll Services Contracts to include SBCTA as a third party beneficiary under the Toll Services Contracts, with SBCTA's rights limited to enforcement of the indemnification and insurance provisions in favor of SBCTA. Any such amendments shall specify that for purposes of Chapter 1, Article 4 of the Vehicle Code, the Toll Services Contractors are the SBCTA Processing Agency for purposes of Transactions occurring on SBCTA Toll Facilities. If TCA is unable to amend the Toll Services Contracts as provided in this Paragraph prior to the commencement of Toll Services for SBCTA, then at SBCTA's option, SBCTA may terminate this Agreement, or in writing waive or, subject to TCA's agreement, modify one or more of the requirements in this Paragraph.

### 3. AGREEMENT EXECUTION AND COMMUNICATIONS

The Parties agree to establish and identify primary points of contacts within their respective agencies to coordinate activities related to the fulfillment of this Agreement and resolution of any associated problems as designated below:

For SBCTA:

Paula Beauchamp  
 Director of Project Delivery  
 1170 W 3rd St  
 San Bernardino, CA 92410  
 909-884-8276  
 Email: pbeauchamp@gosbcta.com

For TCA:

Chief Toll Operations Officer  
 125 Pacifica  
 Irvine, CA 92618  
 949-754-2480  
 Email: sjohnson@thetollroads.com

#### 4. DELINEATION OF RESPONSIBILITIES AND EXPECTATIONS

The Parties acknowledge that under the terms of this Agreement, TCA will provide Toll Services to SBCTA, and the Parties agree to work in good faith to address any issues that may arise and to explore any opportunities for mutual benefit that may also arise. As further delineated in this document:

SBCTA Agrees to:

- 4.1. Collect/capture and package the record of Transactions from its Toll Facilities in accordance with CTOC requirements and to transmit those Transaction records to TCA's BOS systems, to the extent possible, in an accurate and timely manner and as defined by the ICD. For purposes of Chapter 1, Article 4 of the California Vehicle Code, TCA and TCA's Toll Services Contractors shall be SBCTA's Processing Agencies.
- 4.2. Solicit feedback from TCA on any changes to SBCTA Roadway Business Rules regarding usage or signage on SBCTA Toll Facilities that SBCTA is considering prior to making such changes in a timeframe sufficient for TCA to evaluate and respond.
- 4.3. Compensate TCA for all costs set forth in this Agreement per the provisions in Section 10.

TCA Agrees to:

- 4.4. Process SBCTA's Transactions, posting those Transactions against the appropriate TCA or IOP agency accounts, or matched payments, or cause TCA's Toll Services Contractors acting as Processing Agencies to post Transactions to Violation accounts, in a manner consistent with the posting of Transactions occurring on TCA's Toll Facilities and in compliance with the Customer Service Business Rules and CTOC requirements.
- 4.5. Provide standardized reports and/or data related to the processing of SBCTA Transactions and related revenue as well as any financial settlements, in the same manner and forms as are provided to TCA by the Toll Services Contractors under the Toll Services Contracts.
- 4.6. Utilize consistent practices for Accountholders and other Customers, regardless of which Toll Facilities the Accountholder or Customer uses.
- 4.7. Provide information, observations and/or feedback to SBCTA on system design, operations, signage or other tolling related aspects.
- 4.8. Solicit feedback from SBCTA on any initiatives TCA may have regarding changes to Customer Service Business Rules that may affect SBCTA, and make best efforts to address such feedback in order to minimize any increased costs or adverse impacts on users of SBCTA's Toll Facilities, and on SBCTA Programs to address environmental justice issues with the Express Lanes, that may result from such changes.

## 5. TOLL FACILITY ROADWAY OPERATIONS

The Parties agree that regardless of this Agreement, each Party is distinct and retains sole responsibility and authority for establishing Roadway Business Rules related to the usage of their respective Toll Facilities. However, to facilitate the Toll Services contemplated under this Agreement and to minimize the related costs, the Parties agree to discuss with one another in good faith any changes to their respective Roadway Business Rules.

SBCTA Roadway Business Rules shall permit all Customers to use the Express Lanes with their valid FasTrak/FasTrak flex Transponders; FasTrak/ExpressAccount registered license plates; One-Time-Toll; or TCA's other payment methods to pay tolls.

SBCTA shall:

- 5.1. Be solely responsible for the capture, calculation, packaging and transmittal of Transactions/trips records and related license plate images occurring on SBCTA's Toll Facilities in accordance with the ICD.
- 5.2. Procure, install, maintain and operate a TCS for the Express Lanes and any other SBCTA Toll Facilities with respect to which SBCTA requires Toll Services pursuant to this Agreement. All such equipment must be in compliance with California Code of Regulations, Title 21, Chapter 16 specifications for automatic vehicle identification (AVI) equipment required under the FasTrak brand and permitted for operation within the State's Right of Way.
- 5.3. Procure and maintain a secure communications connection between the Express Lanes' designated host computer(s) and TCA's designated BOS, currently located in Irvine, California.
- 5.4. Provide or perform image review functions to ensure that license plate numbers transmitted to TCA have a high degree of accuracy, with no more than a 0.5% error rate.
- 5.5. Transmit SBCTA Transaction records, which shall be Fully Formed Trips in accordance with the ICD. Such SBCTA Transactions shall be considered Accepted SBCTA Transactions upon confirmed receipt by TCA's BOS.
- 5.6. Coordinate with TCA to develop mutually agreeable test plans and schedules and to conduct testing to achieve integration between TCA's BOS and SBCTA's TCS.
- 5.7. Subject to Section 5.12 below, receive approval from TCA for acceptance of test results and operational readiness prior to the transmittal of SBCTA Transactions to TCA.

TCA shall:

- 5.8. Develop and maintain the ICD in collaboration with SBCTA to accept and process SBCTA's Transactions.

- 5.9. Provide a Response File showing counts for Accepted SBCTA Transaction records and rejected Transaction records.
- 5.10. Provide modifications to TCA's BOS to accommodate the communications connection from the SBCTA TCS at SBCTA's expense. TCA shall arrange for the appropriate Toll Services Contractor to make such modifications to accommodate the communications connection from SBCTA to TCA for a not-to-exceed contract price approved in advance by SBCTA.
- 5.11. Incorporate mutually agreed upon SBCTA Roadway Business Rules into TCA's BOS. It shall not be unreasonable for TCA to withhold its agreement to any SBCTA Roadway Business Rule that would, in TCA's judgment, increase costs or have a negative impact on the Toll Services, generally, and that impact has not been addressed to TCA's satisfaction.
- 5.12. Participate in the development or execution of test plans; provide timely comments on test results, within no more than 10 business days of receipt of the results by TCA; and not unreasonably withhold approval for operational readiness. If TCA does not provide comments on any test results within the specified timeframe, unless otherwise agreed upon by the Parties, SBCTA will contact TCA to confirm whether or not TCA has any comments on the test results. If TCA does not provide comments on any test results within 3 business days thereafter TCA shall be deemed to have no comments on such test results. It shall not be unreasonable for TCA to withhold approval of operational readiness if, in TCA's judgment, commencement of Toll Services for Transactions on the SBCTA Toll Facilities would have a negative impact on the Toll Services, generally; and that impact has not been addressed to TCA's satisfaction. Mutually defined test plans will include prerequisites to begin each test phase and expected test results required for approval of the test before proceeding to the next test phase. TCA acknowledges SBCTA's desire to achieve approval for operational readiness at least thirty (30) days prior to the anticipated Opening Day, and TCA will in good faith cooperate with SBCTA's efforts to meet such schedule.
- 5.13. Provide such CSC and BOS system database redundancy as TCA determines is desirable to minimize CSC and BOS system downtime and ensure operational continuity by locating a backup system at a geographically separate location other than the primary location.

## 6. ACCOUNT MANAGEMENT, TRANSFER OF FILES AND TRANSACTION POSTING

TCA agrees to incorporate the Express Lanes into TCA's BOS to leverage and streamline account management, for the transfer of files, and the posting of Transactions against the appropriate TCA or IOP agency accounts, matched payments or Violation accounts in compliance with CTOC requirements. The Parties agree that account management, Transaction posting, payment processing and other customer service functions will be performed in accordance with TCA's adopted Customer Service Business Rules and standard operating procedures which will be consistently applied, regardless of a Customer's Toll Facility usage. In so doing, TCA's Toll Services Contractors shall function as the Processing Agency for SBCTA.

SBCTA shall:

- 6.1. Transfer to TCA's BOS, in near real time but no longer than the timeframe for Transaction processing identified in the CTOC specification and in accordance with the agreed ICD, all SBCTA Transaction/trip records that, pursuant to this Agreement, are to be processed by TCA and/or TCA's Toll Services Contractors in accordance with the terms of the Toll Services Contracts.

TCA shall:

- 6.2. Transfer to SBCTA's TCS every two hours, a Transponder and/or account status file, as specified in the ICD, to support SBCTA trip building and toll calculations.
- 6.3. Post Transactions to the appropriate accounts based on the details included in the SBCTA Transaction records and in accordance with the Customer Service Business Rules.
- 6.4. Instruct TCA's Toll Services Contractors to process Violations in accordance with California laws and Customer Service Business Rules, including securing mailing addresses based on license plate images, generating and mailing Violation notices, and transmitting records for unpaid Violations to California DMV in order to initiate vehicle registration holds and/or to SBCTA's Collection Services Provider, in accordance with the Customer Service Business Rules and as requested by SBCTA. SBCTA Violation notices shall be distinct and separate from TCA's Violation notices and shall indicate SBCTA as the issuer but shall require Customers to submit payment, disputes, or inquiries through the TCA CSC. SBCTA shall provide TCA SBCTA's form of Violation notice and SBCTA shall be solely responsible for ensuring that the form of its Violation notice complies with California laws. TCA and TCA's Toll Services Contractors shall be Processing Agencies for purposes of any activities undertaken to process Violations on behalf of SBCTA.
- 6.5. Comply with the California Vehicle Code and DMV requirements in connection with obtaining or utilizing DMV information, including but not limited to the General Provisions applicable to the "Requester" as set forth in the Government Requester Account Application/Agreement between SBCTA and DMV, as such Application/Agreement may be amended from time to time.

## 7. CUSTOMER SERVICE OPERATIONS

TCA agrees to utilize and leverage its Customer base, account management and Customer contact systems and processes to provide Toll Services to SBCTA and to service Customers of SBCTA's Toll Facilities.

SBCTA shall:

- 7.1. Provide, at its sole expense, a designated representative to handle escalated Customer inquiries and/or disputes related to the Express Lanes.



- 7.2. Be solely responsible for any decision to dismiss or reduce a toll charge or Violation fine, fee or penalty on the Express Lanes. If SBCTA dismisses or reduces a disputed toll charge or Violation fine, fee or penalty, SBCTA shall notify the TCA CSC (in writing via email). TCA shall have no responsibility or liability for any such decision by SBCTA, and shall be relieved of any further responsibility to pursue collection of any dismissed or reduced toll charge or Violation fine, fee or penalty after receipt of notification of dismissal or reduction by SBCTA.
- 7.3. Provide TCA with information and scripted verbiage to use in response to Customer inquiries regarding the use of the Express Lanes.
- 7.4. Adhere to California laws, Payment Card Industry (PCI) requirements and TCA practices regarding privacy of Customer information/data and as further defined under Article 8 of this Agreement, "Personally Identifiable Information" ("PII").
- 7.5. Comply with the California Vehicle Code and DMV requirements in connection with obtaining or utilizing DMV information, including but not limited to the General Provisions applicable to the "Requester" as set forth in the Government Requester Account Application/Agreement between SBCTA and DMV, as such Application/Agreement may be amended from time to time.
- 7.6. Access TCA's BOS solely for the purpose of and to the extent necessary to handle inquiries, disputes and other actions directly related to use of the Express Lanes, and solely in accordance with the Customer Service Business Rules. TCA shall have the right to limit SBCTA's access to the BOS at any time to the extent necessary or prudent to assure compliance with law concerning the collection, storage and/or dissemination of Customer information. SBCTA acknowledges and agrees that the information and data accessed for such purpose shall remain TCA's sole and exclusive property, and SBCTA shall not use or disclose such information other than for the sole purpose, and to the limited extent necessary, in connection with the handling of inquiries, disputes and civil enforcement actions with respect to the Express Lanes, or as otherwise required by law or court order. SBCTA shall notify TCA as soon as possible prior to any such disclosure that SBCTA determines is required by law or court order, and shall delay such disclosure to the extent legally possible so that TCA may promptly notify SBCTA of its intent to contest such disclosure requirement and take such actions as it determines appropriate.
- 7.7. Contract separately for third-party collection, adjudication/civil judgment and judgment recovery services, using contractors of SBCTA's choosing, and be solely responsible for such activities.
- 7.8. Have the option of providing funding to achieve higher levels of performance if so desired and mutually agreed between TCA and SBCTA, and subject to the ability of the relevant Toll Services Contractor's ability to provide such higher level of Toll Services performance.
- 7.9. Clearly indicate in any correspondence to Express Lanes users that such communication is on behalf of SBCTA and not reference TCA in any communication or publication without TCA's prior written consent.

TCA shall:

- 7.10. Be the sole owner of all TCA Customer Accounts, perform TCA Customer Account management in accordance with the Customer Service Business Rules; and handle toll disputes and contested Violations for the Express Lanes as SBCTA's Processing Agency in accordance with the Customer Service Business Rules in the same manner as TCA handles toll disputes and contested Violations with respect to TCA's Toll Facilities.
- 7.11. Handle general calls regarding use of the Express Lanes and provide general information about the Express Lanes in accordance with the Customer Service Business Rules, and use the information and scripts provided by SBCTA with respect to Customer transactions on the SBCTA Toll Facilities.
- 7.12. Handle Customer disputes related to Violation notices and imposed penalties as SBCTA's Processing Agency, including providing information regarding the availability of administrative hearings and resolution processes in accordance with Customer Service Business Rules. Support administrative hearings and judicial proceedings with respect to SBCTA Violations by assembling information and providing documentation packages to SBCTA or SBCTA's designated representative for administrative hearings and civil judgment court proceedings, when applicable.
- 7.13. Allow secure, "read-only" system access to authorized SBCTA personnel assigned to resolve disputes with respect to SBCTA Transactions.
- 7.14. Require that TCA's Toll Services Contractors adhere to performance standards and the terms and conditions of the Toll Services Contracts, subject to TCA's discretion in terms of managing such Toll Services Contracts in the manner it deems appropriate and in the best interest of TCA and SBCTA.
- 7.15. Purchase Transponders to equip vehicles for FasTrak use on SBCTA's Toll Facilities.
- 7.16. Adhere to California laws, Payment Card Industry (PCI) requirements and TCA's own practices regarding privacy of Customer information/data and as further defined under Article 8 of this Agreement, "Personally Identifiable Information" ("PII"). TCA shall exercise the same efforts to adhere to law and protect the privacy of PII in TCA's possession that is provided by or relating to SBCTA and SBCTA Customers as TCA exercises with respect to its own PII and that of TCA Customers, and TCA shall not be responsible to compensate SBCTA for any loss, liability, injury, damage, cost or expense, or other Claims (as defined in Section 12.1 of this Agreement) arising by reason of, or relating to, anything done or omitted to be done by a Toll Services Contractor with respect to PII, except to enforce the Toll Services Contractor's obligations under the relevant Toll Services Contract in accordance with the terms of this Agreement.

TCA and SBCTA shall:

- 7.17. Review the performance of TCA's Toll Services Contractors and their compliance with the performance targets specified in their respective Toll Services Contracts on a quarterly schedule or a schedule mutually agreed upon by both parties.
- 7.18. Develop a methodology to share in the recoupment of disincentive deductions or the payment of incentives no later than the annual Cost Model meeting prior to starting SBCTA operations and incorporate the methodology into this Agreement. In the event that TCA's CSC Contractor's performance targets are not met, and disincentive deductions are assessed by TCA, a portion will be credited to SBCTA. Similarly, if stipulated incentives are reached by TCA's CSC Contractor, SBCTA will be assessed a portion of these incentive costs. In no case shall TCA's compensation fall below the minimum compensation set forth in Section 10.3 of this Agreement. The disincentive deduction credits and stipulated incentive costs assessed to SBCTA shall be proportional to the volume of SBCTA transactions as a percentage of total transactions processed by TCA's Toll Services Contractors during the relevant period for which the disincentive deduction credits and/or stipulated incentive costs are calculated.

## 8. PERSONALLY IDENTIFIABLE INFORMATION

Each Party agrees to provide designated personnel and or consultants of the other Party access to PII on a "need to know basis" to the extent permitted under applicable law, including but not limited to a Customer's name, address, telephone number, email address, Transponder number, account number, license plate number, travel pattern data, or other information that personally identifies the Customer, subject to the limitations in this Section 8.

- 8.1 Each Party shall safeguard PII through physical, electronic and procedural means, and shall maintain the confidentiality of PII in strict compliance with applicable law.
- 8.2 Each Party may share such PII with its contractor(s) and contractors' personnel for the sole purpose of facilitating activities related to toll collection (including marketing, to the extent conducted, in full compliance with the limitations set forth in Streets and Highways Code Section 31490) and violation enforcement. SBCTA shall require contractor(s) and contractors' personnel to execute agreements that obligate such contractors and contractors' personnel to maintain the confidentiality of PII in form approved by TCA that expressly identifies TCA as a third-party beneficiary with respect to such confidentiality obligation. SBCTA shall require any SBCTA contractors to whom PII is disclosed to maintain insurance in an amount and form deemed appropriate by SBCTA, subject to approval by TCA, not to be unreasonably withheld, which insurance shall name TCA as an additional insured.
- 8.3 Unless explicitly approved by the other Party, each Party shall otherwise keep all PII confidential and shall not disclose such information, except as required by California law or

where the express written consent of the Customer is obtained by SBCTA or TCA, as applicable.

- 8.4 Nothing in this Article 8 is intended to limit or modify SBCTA's obligation to indemnify, defend, protect and hold harmless TCA with respect to claims of users of SBCTA's Toll Facilities regarding PII as provided in Section 12.1.2.
- 8.5 Nothing in this Article 8 is intended to limit or modify TCA's obligation to indemnify, defend, protect and hold harmless SBCTA with respect to claims of TCA's customers regarding PII as provided in Section 12.1.1.

## 9. MARKETING AND CUSTOMER COMMUNICATIONS

The Parties agree that coordination of any marketing materials, signage or other Customer collateral is vital to Customer education and satisfaction for users of both Parties' Toll Facilities.

SBCTA shall:

- 9.1 Execute a License Agreement with TCA prior to using the FasTrak /FasTrak flex, ExpressAccount and One-Time-Toll service marks for any purpose, and adhere to TCA's then published branding guidelines applicable to all CTOC agencies.
- 9.2 Obtain TCA's approval, which shall not be unreasonably withheld, prior to utilizing any marketing materials, signage or otherwise communicating with Customers regarding the use of FasTrak/FasTrak flex, ExpressAccount and/or One-Time-Toll on SBCTA's Toll Facilities. All Customer communications shall be strictly in accordance with law, and marketing materials shall not be provided to Customers who have not expressly consented to receive such materials, in accordance Streets and Highways Code Section 31490(j).
- 9.3 Reimburse TCA for marketing activities that SBCTA requests TCA undertake regarding the Express Lanes.

TCA shall:

- 9.4 Review and provide comments on any marketing materials, signage or Customer communications provided by SBCTA, within 15 calendar days from receiving the same.
- 9.5 Incorporate SBCTA's logo and name, as SBCTA on Customer statements and correspondence.
- 9.6 Cooperate with SBCTA to provide marketing activities, promotions, or other activities to promote the use of the Express Lanes and invoice SBCTA for costs incurred by TCA.
- 9.7 Provide CSC staff support at mutually agreed upon public outreach events to facilitate Customer account establishment and information, subject to reimbursement by SBCTA.

## 10. COSTS, SETTLEMENT AND PAYMENT

The Parties anticipate that TCA's provision of Toll Services to SBCTA will result in economies of scale that will reduce costs for both Parties. However, in order to provide Toll Services to SBCTA, TCA will incur additional costs that would not otherwise have been borne by TCA without providing Toll Services to SBCTA. SBCTA agrees to compensate TCA for the Toll Services as provided herein and as further described in the Cost Model attached as Exhibit A. The costs reflected in the Exhibit A are based on TCA's budgeted costs for fiscal year ending June 30, 2017. The costs will be updated, and the fees outlined in Sections 10.2 will be adjusted accordingly, to reflect changes in TCA's budgeted costs each fiscal year. TCA and SBCTA will meet periodically and no less than twice per TCA fiscal year to review costs associated with TCA providing Toll Services to SBCTA and determine if adjustments to TCA's reimbursement are required to remain within the Parties' mutual expectations under this Agreement. Both Parties will consider the continuing applicability of items in the Cost Model as part of the semi-annual meeting regarding operations support.

### 10.1 Reconciliation / Funds Transfer

TCA and SBCTA shall:

- 10.1.1 Establish a daily reconciliation process prior to the execution of the test plans whereby all Accepted SBCTA Transactions transmitted to TCA's BOS for posting shall be reconciled and accounted for against those that were successfully posted to Customer accounts, matched to payments or resulted in Violations
- 10.1.2 Establish a formal process whereby SBCTA can authorize adjustments to tolls and/or Violation penalties resulting from and specifically related to Transactions on the Express Lanes.

SBCTA shall:

- 10.1.3 If SBCTA directs TCA in writing, SBCTA shall allow TCA to deduct all amounts owed by SBCTA to TCA for Trip Transaction-Based Fees and Violation Processing Fees earned pursuant to Section 10.2 from the funds due to be remitted to SBCTA by TCA under Section 10.1.5, for collected revenues as a means to reduce administrative efforts and related costs.
- 10.1.4 Electronically transfer to TCA, no less frequently than once per week, all funds owed for Trip Transaction-Based Fees and Violation Processing Fees earned pursuant to Section 10.2, unless SBCTA directs TCA in writing to deduct the fees from remitted revenues under Section 10.1.6.

TCA shall:

- 10.1.5 Promptly credit back to SBCTA any Trip Transaction-Based Fees and Violation Processing Fees that are determined in the ordinary course of business to have been improperly deducted pursuant to Section 10.1.3. and the Business Rules.
- 10.1.6 Electronically transfer to SBCTA, no less frequently than once per week, all funds for Accepted SBCTA Transactions successfully posted against accounts, matched against payments and/or collected for Violations, net of, if applicable, reversals, adjustments and refunds related to amounts previously paid to SBCTA.
- 10.1.7 Provide to SBCTA a scheduled daily or other periodic report, in accordance with Section 4.5, showing the current status of all Accepted SBCTA Transactions and Violations for a specific date(s).
- 10.1.8 Except to the extent caused by TCA's gross negligence or willful misconduct, TCA shall not be liable for revenue loss to SBCTA incurred as a result of (i) any malfunction of SBCTA equipment, (ii) any failure of any TCA system or equipment, (iii) any failure of a TCA Contractor to perform its obligations with respect to the Toll Services Contracts, or (iv) a cause other than TCA's gross negligence or willful misconduct in the performance of its obligations under this Agreement. SBCTA acknowledges and agrees that TCA shall not, by providing the Toll Services for SBCTA Toll Facilities, be deemed to be a guarantor to SBCTA or otherwise responsible to SBCTA except as expressly provided herein for SBCTA's actual collection of tolls and Violations, and TCA shall only be responsible for carrying out its obligations as specified in this Agreement. In the event that a failure by a Toll Services Contractor providing the Toll Services pursuant to the Toll Services Contracts results in revenue loss to SBCTA, TCA's sole responsibility shall be to enforce the provisions of the Toll Services Contracts in a manner determined by TCA after consultation with SBCTA to be in the best interest of TCA and SBCTA, and to provide to SBCTA an equitable share of any toll revenues, damages or other sums recovered from such contractor(s) with respect to such SBCTA revenue loss. If TCA elects not to pursue recovery of an SBCTA revenue loss against a Toll Services Contractor, SBCTA shall be entitled to exercise its rights as a third-party beneficiary under such contract and to pursue recovery for its own benefit.

## 10.2 Transaction and Violation Processing Costs

TCA and SBCTA agree that the primary method of reimbursement for Toll Services will be "per transaction" fees based on Accepted SBCTA Transactions and Violations. These fees will be inclusive of all costs related to the Toll Services, including Transaction posting, account management, Customer contacts, revenue settlement, and the other costs specifically set out in Exhibit A—Cost Model for inclusion in the transaction fees.

10.2.1 Trip Transaction-Based Fee: TCA shall be reimbursed a fee as calculated and defined in Exhibit A - Cost Model for each Accepted SBCTA Transaction processed by TCA, as reflected in the Response File.

10.2.2 Violation Processing Fee: TCA shall be reimbursed an additional fee as calculated and defined in Exhibit A - Cost Model for processing each Violation. The Violation Processing Fee will be payable one time only for each Violation.

### 10.3 Minimum Compensation

SBCTA's total annual payments to TCA for Trip Transaction-Based Fees shall not be less than the Minimum Compensation. For the period from inception of the Express Lanes' operations through June 30 of TCA's fiscal year, the Minimum Compensation shall be prorated using a fraction derived from a numerator which represents the number of days from the inception of the Express Lanes' operations through June 30 of TCA's fiscal year, and a denominator of 365 days. Minimum Compensation shall not be reduced as a result of any credits for disincentive deductions allocated to SBCTA as provided in Section 10.7.1.2.

If the amount paid to TCA for Trip Transaction-Based Fees is less than the minimum compensation established by this Section 10.3 for any fiscal year, then not later than 60 days following the end of such fiscal year, SBCTA shall pay to TCA, by electronic transfer, the full amount of the difference between the minimum compensation and the total paid for Trip Transaction-Based Fees for such fiscal year.

### 10.4 Other Reimbursable Costs

SBCTA shall be responsible for other costs that TCA may incur relating to the SBCTA Express Lanes as described below. SBCTA will not be responsible for costs that have not been expressly agreed upon in writing by SBCTA's Project Manager prior to such costs being incurred by TCA.

10.4.1 Start-up Costs. SBCTA shall reimburse costs associated with additional work, equipment, Transponder and switchable Transponder procurements for new Customers with San Bernardino County addresses, and services that are not part of the existing or contracted TCA CSC and BOS systems and operations, including costs related to design, development and testing for the Express Lanes; contract labor costs for temporary customer service positions during the Start-up Period; staff training for activities and processes specifically required for the Express Lanes; and, if needed, additional CSC and BOS equipment procurements, such as additional CSC phone lines and computers required for Express Lanes toll processing, will be considered Startup Costs. Prior to work being done or procurements being placed, TCA will provide cost details or budget summaries to SBCTA, and the Startup Costs must be approved in writing by SBCTA.

- 10.4.2 Marketing Costs. SBCTA shall reimburse TCA for any marketing or promotions-related expenses to which the Parties mutually agreed prior to incurrence, pursuant to Section 9.
- 10.4.3 Third-Party Retail Distribution and Cash Payment Network Services Costs. SBCTA shall reimburse TCA for any postage, collateral, retail incentives, marketing or promotions-related expenses to which the Parties mutually agreed prior to incurrence.
- 10.4.4 Transponder Costs. SBCTA shall reimburse TCA for the applicable costs, depending on the Transponder type, of newly assigned Transponders for new Customers with San Bernardino County addresses. The Parties will determine the appropriate allocation method prior to the Start-up Period.
- 10.4.5 Other Costs. SBCTA shall reimburse TCA for other costs authorized by SBCTA prior to incurrence, that are incurred by TCA in conjunction with this Agreement.

## 10.5 Payment and Statements

- 10.5.1 Method of Payment. The Parties shall agree on the method of payment for Start-up Costs, Marketing Costs, Third-Party Retail Distribution, Transponder, Cash Payment Network Services Costs, and other costs or assessments.
- 10.5.2 Transaction and Violation Processing Costs. TCA shall prepare and submit to SBCTA a weekly invoice for Trip Transaction-Based Fees and Violation Processing Fees via email or hard copy.
- 10.5.3 Payment for Other Reimbursable Costs. SBCTA shall pay TCA for Other Reimbursable Costs prior to the incurrence of such costs as mutually agreed by the Parties. If the actual incurred costs are less than the amount paid by SBCTA, TCA shall timely refund any excess amounts to SBCTA. If the actual incurred costs are more than the amount paid by SBCTA, SBCTA shall pay the amount of such underpayment to TCA within 30 days of receipt of an invoice therefore. Alternatively, TCA shall have the right to deduct such underpayment from its payment of amounts otherwise owing from TCA to SBCTA hereunder.
- 10.5.4 Account Maintenance Credit.
- 10.5.4.1 SBCTA's portion of Account Maintenance Fee revenue will be determined as the total amount of Account Maintenance Fees charged by TCA to FasTrak accountholders whose only Transactions during the preceding month were on the Express Lanes. Within 30 days following the end of each month, TCA will reconcile SBCTA's portion of Account Maintenance Fee revenue for the month against SBCTA's prorated monthly portion of the estimated annual Account Maintenance Fee revenue that has been included in Exhibit A - Cost Model as a credit in the calculation used to derive the Trip Transaction-Based Fee.



10.5.4.2 In the event SBCTA's portion of the Account Maintenance Fee revenue for the month exceeds the prorated monthly portion of the estimated annual Account Maintenance Fee revenue, TCA shall credit SBCTA the difference.

10.5.4.3 In the event the prorated monthly portion of the estimated annual Account Maintenance Fee revenue exceeds SBCTA's portion of the Account Maintenance Fee revenue for the month, SBCTA shall pay TCA the difference.

## 10.6 Settlement

### 10.6.1 CSC Contractor's Performance Incentive Costs and Disincentive Deductions

10.6.1.1 Within 30 days following the end of each Agreement year during the term, the first of which shall commence on July 1 following the end of SBCTA's Start-up Period and end twelve months thereafter, TCA shall reconcile the performance incentive costs incurred by TCA and any disincentive deductions assessed and recouped by TCA in conjunction with work performed by the CSC Contractor, pursuant to Section 7.14.

10.6.1.2 In the event the disincentive deductions exceed the incentive costs, TCA shall credit SBCTA a portion of the deductions.

10.6.1.3 In the event the incentive costs exceed the disincentive deductions, TCA shall assess SBCTA a portion of the incentive costs.

## 11. CONFLICT RESOLUTION

SBCTA and TCA agree to work cooperatively to resolve the concerns of either Party. Should a disagreement arise under this Agreement the Parties agree, in the first instance, to attempt to resolve the claim or dispute within a reasonable period of time through good faith negotiation between each Parties' director of toll operations. Either Party may elevate the dispute to or for negotiation and decision by the executive officer of each Party. Each Party shall prepare and provide to the executive officers a written statement of the dispute, and supporting documents with respect to the dispute. In no event shall work be stopped in the event of a claim or dispute, except for reasons of public health or safety or where it is absolutely necessary to first resolve the dispute in order to be able to continue performance of a Party's obligations under this Agreement. If the executive officers are unable to agree, the matter shall be decided by the Chief Executive Officer of TCA ("TCA CEO") and SBCTA shall comply with such decision within 30 days following its issuance.

Notwithstanding the foregoing, if SBCTA does not agree with the TCA CEO's decision, SBCTA may, within 10 days following receipt of such decision, demand that the issue be submitted to mediation for resolution. If SBCTA fails to comply with the TCA CEO's decision within 30 days following SBCTA's receipt of the written decision, then TCA may, within 10 days following expiration of said 30-day period, demand that the issue be submitted to mediation for resolution. The mediator for any mediation under this Section 11 shall be selected by mutual agreement of the parties, provided that if the parties are

unable to agree within fourteen days following demand by either party for mediation, then each party shall select a mediator and the two mediators shall select the final mediator. The parties shall share equally in the cost of any mediation, and said mediation shall be completed within 90 days following demand by SBCTA or TCA. If the matter cannot be settled by mediation within said 90 days, then SBCTA or TCA may pursue any appropriate judicial remedies, and SBCTA may provide notice and specify a termination date per Section 12.5 of the Agreement that provides SBCTA with a reasonable amount of time to procure alternative Toll Services. Neither SBCTA nor TCA may initiate any judicial proceeding or provide notice of termination unless and until said party has exhausted its obligation to mediate pursuant to this Section 11, unless injunctive, provisional or other equitable judicial relief is necessary to prevent irreparable injury.

## 12. GENERAL MATTERS

### 12.1 Indemnification and Liability.

12.1.1 Subject to the limitation in Section 10.1.8 it is understood and agreed that, pursuant to Government Code Section 895.4, TCA shall fully defend, indemnify and save harmless SBCTA, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) (“Claims”) occurring (i) exclusively with respect to Transactions on the TCA’s Toll Facilities or toll processing and collection activities with respect to such Transactions, and/or (ii) occurring by reason of TCA’s gross negligence or willful misconduct, or the gross negligence or willful misconduct of TCA’s officers, directors, member agencies, and employees, under or in connection with any work, authority or jurisdiction delegated to TCA under this Agreement, but excluding any Claims with respect to which SBCTA is obligated to indemnify TCA pursuant to Section 12.1.2(i), and (iii) by reason of TCA’s negligence, or the negligence of TCA’s officers, directors, employees, agents or contractors (excluding SBCTA), that results in a violation of Streets and Highways Code Section 31490 with respect to the PII of Customers regarding their use of the SBCTA Toll Facilities.

12.1.2 It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless TCA, its officers, directors, member agencies, employees or agents from all Claims (i) exclusively with respect to Transactions on SBCTA’s Toll Facilities or toll processing and collection activities with respect to such Transactions, or (ii) occurring by reason of SBCTA’s gross negligence or willful misconduct, or the gross negligence or willful misconduct of its officers, directors and employees, under or in connection with this Agreement, or (iii) by reason of SBCTA’s negligence, or the negligence of SBCTA’s officers, directors, employees, agents or contractors (excluding TCA), that results in a violation of Streets and Highways Code Section 31490 with respect to the PII of Customers regarding their use of the TCA Toll Facilities, or occurring with respect to Transactions on SBCTA’s Toll Facilities.

- 12.1.3 In the event of any Claim involving Transactions on both TCA Toll Facilities and SBCTA Toll Facilities if the Claim involves Transactions on both TCA Toll Facilities and SBCTA Toll Facilities (including Claims alleging that the collection, use, storage or disclosure of Customer PII or other information collected by the Toll Facilities of other aspects of the Toll Services are conducted in a manner that violates applicable Law), the Parties will confer and determine which Party shall be the lead for such litigation with counsel of its choosing, subject to the reasonable approval of the other Party. Each Party shall be entitled to settle on its own behalf such Claims as they pertain to Transactions on its respective Toll Facility. Joint settlement shall require the approval of both Parties. The cost of any such joint settlement, including the cost of the litigation shall be allocated between the parties based on their respective proportionate shares of the Transactions involved in such Claim.
- 12.1.4 Neither Party shall be liable to the other Party for any consequential, special, incidental or indirect damages, except to the extent a Claim asserted against either TCA or SBCTA by a third-party seeks an award of any such damages, and TCA or SBCTA (as the case may be) is entitled to indemnity from the other Party for such Claim.
- 12.1.5 The obligations under this Article 12.1 shall survive the termination or expiration of this Agreement.

## 12.2 Insurance.

- 12.2.1 **Toll Services Contracts.** TCA shall cause the Toll Services Contractors to add SBCTA as an additional insured on insurance policies that the Toll Services Contractors are required to provide under their respective Toll Services Contracts. If TCA is unable to amend the Toll Services Contracts to require the Toll Services Contractors to add SBCTA as an additional insured prior to the commencement of Toll Services for SBCTA, then at SBCTA's option, SBCTA may terminate this Agreement, or in writing waive or modify one or more of the requirements in this Paragraph 12.2. SBCTA shall require any SBCTA contractor provided with access to PII to provide cyber liability insurance in an amount reasonably acceptable to TCA, and to name TCA as an additional insured. Each party shall provide the other with certificates and endorsements evidencing such additional insured status as required hereunder.
- 12.2.2 **TCA and SBCTA Insurance Requirements.** TCA and SBCTA shall each procure and maintain during the term of this Agreement insurance compliant with at least the following minimum scope and amount of coverage:
- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general

aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- b. **Cyber Liability Insurance:** Each entity shall maintain limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Entity in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- 12.2.3 Other Insurance Provisions. The insurance policies required in Section 12.2.2 shall contain, or be endorsed to contain, the following provisions:
- a. **Additional Insured Status.** Each of TCA and SBCTA and their respective officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the insured's negligence. General liability coverage can be provided in the form of an endorsement (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- b. **Primary Coverage.** For any claims related to insured's negligence, insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the insured, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the other party, its officers, officials, employees, or volunteers shall be excess of the insured's insurance and shall not contribute with it.
- c. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the other party.
- d. **Waiver of Subrogation.** TCA and SBCTA each grant the other Party a waiver of any right to subrogation which any insurer of such Party may acquire against the other Party by virtue of payment of any loss under such insurance related to its own employees.
- 12.2.4 Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII.
- 12.2.5 Claims Made Policies. If any of the required policies provide claims-made coverage:
- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of the Start-Up Period.

- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of the Agreement.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the beginning of the Start-Up Period, the Party who was responsible to provide the policy must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- 12.2.6 Verification of Coverage. Each Party shall furnish the other Party with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the other Party before Toll Services commence on the Express Lanes.
- 12.3 Termination. The Parties may terminate this Agreement in whole or in part as follows:
- 12.3.1 Termination for Convenience. Unless expressly provided herein, neither Party shall have the right to terminate this Agreement for convenience for the first three (3) years following the Opening Date. Following such period, either Party shall have the right to terminate this Agreement, in whole or in part, for convenience of the terminating Party, after providing one (1) year’s prior written notice of termination to the other Party.
  - 12.3.2 Termination for Cause.
    - a. **Default.** Failure or delay by either Party to perform any material term or provision of this Agreement shall constitute a default.
    - b. **Notice of Default.** The non-defaulting Party shall give written notice of default to the Party in default, specifying the default complained of by the non-defaulting Party. Except as otherwise expressly provided in this Agreement, any failures or delays by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
    - c. **Failure to Cure.** In the event that the defaulting Party fails to commence to cure, correct or remedy a default within thirty (30) calendar days following receipt of written notice, or thereafter fails to diligently complete such cure, correction or remedy, the non-defaulting Party may exercise all rights and remedies available at law or in equity, including the right to seek damages, seek specific performance or other injunctive or equitable relief and/or terminate this Agreement through a written notice of termination, the effective date of which shall be no less than ninety (90) days from the date of the notice. Disputes regarding the existence of a default (but not the remedies that the non-defaulting Party may exercise as a result of such default) that may give rise

to termination under this section shall be subject to the dispute resolution provisions set forth in Article 11 of this Agreement. The exercise of a Party's rights and remedies shall be cumulative with the exercise of other rights and remedies. Notwithstanding anything contained in this paragraph, neither Party shall have the right to terminate this Agreement while the subject of such termination is in the process of review pursuant to the dispute resolution procedures contained in this Agreement.

- d. Notwithstanding the foregoing, no opportunity to cure shall be required, and SBCTA may immediately terminate this Agreement and exercise any other remedies set forth in (c) above under the following circumstances:
- (i) In the case of any fraud or willful misconduct by TCA, its officials, officers, employees, agents, Toll Services Contractors, or any other contractors, provided, that if the acts or omissions constituting such fraud or willful misconduct were committed by any employee(s) (other than management) or contractor(s), and within fifteen (15) business days after receiving notice of such acts or omissions TCA removes the employee(s) and/or contractor(s) in question and pays in full restitution to SBCTA, then such action shall not be deemed a default subject to immediate termination; or
  - (ii) If any material impairment of Toll Services with respect to this Agreement for twenty (20) days occurs (whether consecutive or nonconsecutive) in any six (6) calendar month period due to the act or omission of TCA, its officials, officers, employees, agents, Toll Services Contractors, or any other contractors, unless the impairment shall have been expressly authorized or directed by SBCTA.
- 12.4 Cooperation Prior to Termination. Prior to the effective date of a termination either for cause or for convenience, the Parties shall cooperate in good faith to facilitate the transfer of services, agreements, materials, software, equipment and information, as necessary for the continued successful operation by each Party of its respective Toll Facilities.
- 12.5 Term. This Agreement shall commence on the date it is executed by both Parties and shall remain in full force and effect, unless otherwise terminated as provided herein.
- 12.6 Force majeure. The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than the acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default, provided that the same materially and directly impacts such

Party's ability to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by mutual agreement between the Parties.

- 12.7 Amendments. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing; however, no amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors or assigns.
- 12.8 Assignment of Agreement. Neither Party may assign or transfer its respective rights or obligations under this Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.
- 12.9 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
- 12.10 General Interpretation.
- 12.10.1 As used in this Agreement, unless otherwise specified, the term "including" shall mean including, but not limited to, or without limitation.
- 12.10.2 As used in this Agreement, unless otherwise specified, the terms "shall" and "will" shall have the same meaning.
- 12.11 Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes any prior term sheet and/or agreement, whether written or verbal, with respect to the subject matter herein.
- 12.12 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

## 12.13 Confidentiality

12.13.1 “Confidential Information” includes:

12.13.1.1 All information (i) marked as “Confidential” or for which a similar notice has been provided to the receiving Party by the disclosing Party before, during, or promptly after disclosure of the information; or (ii) disclosed in a manner in which the disclosing Party reasonably communicated that the disclosure should be treated as confidential, whether or not the specific designation “Confidential” or any similar designation is used.

12.13.2 Confidential Information may be proprietary to TCA, SBCTA or a third-party contractor not Party to the Agreement.

12.13.3 “Confidential Information” does not include information that:

12.13.3.1 Is publicly known at the time of disclosure or later becomes publicly known through no breach of this Agreement by the receiving Party, provided that Confidential Information shall not be deemed to be publicly known merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now known or may become known to the public; or

12.13.3.2 Was, as between the receiving Party and the disclosing Party, lawfully in the receiving Party’s possession prior to receipt from the disclosing party without obligation of confidentiality or is lawfully obtained by the receiving party from third parties whom the receiving party reasonably believes obtained it lawfully; or

12.13.3.3 Is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, or a public records request under the Public Records Act if the Confidential Information is not determined exempt from disclosure under the Act by the disclosing Party (“Process”), to the extent of and for the purposes of such Process; provided that (i) the receiving Party immediately notifies the disclosing Party of such Process; and (ii) the receiving Party shall not produce or disclose Confidential Information in response to the Process unless the disclosing Party has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the receiving party of its obligation to produce or disclose Confidential Information in response to the Process.



12.13.4 During the term of the Agreement, it may be necessary for one Party to this Agreement to disclose or make Confidential Information available to the other Party. The receiving Party agrees to use all such Confidential Information solely in connection with the Agreement and to hold all such information in confidence and not to disclose, publish, or disseminate the same to any third party, other than those of its directors, commissioners, officers, employees, or agents with a need to know, without the prior written consent of the disclosing Party, except as required by a court of competent jurisdiction, or as otherwise required by law. The Parties agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of such Confidential Information.

12.13.5 The Parties agree to require any agents or third parties to whom Confidential Information must be disclosed to execute a nondisclosure agreement that incorporates the substantive requirements of this article, the terms of which will be provided in advance to the other party for review and comment. This Section 12.13 shall not apply to PII, which shall be governed in accordance with applicable law and the terms of this Agreement.

12.14 Governing Law. This Agreement shall be governed by the laws of the State of California.

12.15 Limitation of Each Agency's Liability. SBCTA acknowledges that the respective liabilities of the Foothill/Eastern Transportation Corridor Agency and the San Joaquin Hills Transportation Corridor Agency shall be several only and not joint, and SBCTA specifically waives the benefit of California Civil Code Section 1431. A default by either agency with respect to payment of any obligation hereunder shall constitute a default only with respect to such Agency.

IN WITNESS WHEREOF, the Agreement has been executed as of the last date set forth next to the signatures of the parties, below.

FOOTHILL EASTERN TRANSPORTATION CORRIDOR AGENCY

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR AGENCY

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

APPROVED AS TO FORM:

Nossaman, LLP, General Counsel

By: \_\_\_\_\_

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

Alan D. Wapner, Board President

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

## EXHIBIT A

### COST MODEL FOR TOLL OPERATIONS SERVICES<sup>i</sup>

#### 1 Cost Model Approach:

A Cost Model is an efficient tool to ensure that the reimbursement of costs from SBCTA for Toll Services provided by TCA, as outlined in the Agreement, are reliably calculated and financially comprehensive. The Cost Model provides a consistent methodology and approach to identify all cost components associated with providing Toll Services. The Cost Model will be used annually, as part of TCA's budget development process, to establish Trip Transaction-Based and Violation Processing Fees that will be charged to SBCTA in the subsequent fiscal year.

The Cost Model approach utilizes estimated toll and Violation Transaction volumes as they are the largest influencers of costs related to customer service operations. A further approach in the Cost Model is the inclusion of a portion of TCA's indirect costs, to yield a more complete accounting of the total costs.

To demonstrate the process and cost methodology, the Demonstration Data/Costs, presented in Tables 1 through 4, are based upon TCA's Projected Transactions and budgeted costs for its fiscal year (FY) ending June 30, 2017 (FY17) and SBCTA's Projected Transactions for the Express Lanes' first year of operations, which is expected to be 2022. It is anticipated that these Projected Transactions and budgeted costs will be updated to recalculate and adjust, based upon input into the Cost Model of then-current data, the Trip Transaction-Based Fee, Violation Processing Fee and Transponder Costs that would be applicable when the Toll Services contemplated by the Agreement are first provided, and for each ensuing year thereafter. This Demonstration Data/Costs are not meant to be all-inclusive of budgetary line items which may fall into a certain category.

Three reimbursement costs are addressed in the Cost Model.

- 1.) Trip Transaction-Based Fee; Section 2
- 2.) Violation Processing Fee; Section 3
- 3.) Transponder Costs; Section 4

#### **Demonstration Data/Costs:**

##### A. Annual Toll Transactions:

**Table 1: Annual Toll Transactions**

ANNUAL TOLL TRANSACTIONS	NUMBER
TCA FY17 Projected Transactions	95,890,000
SBCTA FY22 Projected Transactions	12,000,000

B. Customer Accounts:

**Table 2: TCA Customer Accounts as of July 31, 2016**

ACCOUNT TYPE	NUMBER	PERCENTAGE
FasTrak	554,015	15.4
ExpressAccount Charge	237,390	6.6
ExpressAccount Prepaid	33,150	0.9
ExpressAccount Invoice	30,961	0.9
One-Time-Toll	2,745,362	76.2
Total	3,600,878	100.0

C. Customer Service Operating Costs:

Costs for providing and/or producing materials and services directly related to handling Customer inquiries, performing account management and processing Transactions. These costs fluctuate based on the volume of Customer accounts and the number of customer service positions ("CSP").

**Table 3: TCA FY17 Budgeted Customer Service Costs**

COST DESCRIPTION	ACCOUNT-RELATED	CSP-RELATED
Credit Card Processing Fee	\$ 6,305,088	
Outgoing Correspondence Postage	\$ 1,020,000	
Customer Mail Courier Service	\$ 3,420	
Account/Customer Collateral Materials	\$ 160,012	
Customer Service Supplies		\$ 20,012
Software License & Maintenance		\$ 25,150
Total	\$ 7,488,520	\$ 45,162

D. Violation Processing Costs

Costs for processing, noticing and managing Violations Transactions.

**Table 4: TCA FY17 Budgeted Violation Processing Costs**

COST DESCRIPTION	Cost
Toll Compliance Staffing Efforts	\$ 5,296,418
Judgment Recovery Assistance	\$ 90,000
Person Locator Services	\$ 33,600
Credit Card Processing Fee	\$ 813,984
Violation Notice Postage	\$ 2,144,999
Violation Notice Printing	\$ 634,800
DMV Connection	\$ 132,000
Total	\$ 9,145,801

## 2 Trip Transaction-Based Fee Structure

Fee for each Accepted SBCTA Transaction processed by TCA.

Table 5: Trip Transaction-Based Fee Structure

ITEM	COST COMPONENTS	COST
A.	Customer Service Center Staffing	\$ 881,209
B.	Operating Costs (Account-related costs)	\$ 937,290
C.	Operating Costs (CSP-related costs)	\$ 13,224
D.	Operations Management & Finance Overhead	\$ 240,000
E.	Customer Service Center Facility Overhead	\$ 172,800
F.	Insurance	\$ 87,600
Subtotal		\$ 2,332,123
G.	Account Maintenance Fee Credit	(\$293,328)
Total		\$ 2,038,795
	SBCTA Projected Transactions	12,000,000
	<b>Trip Transaction-Based Fee</b>	<b>\$ 0.17</b>

### ITEM DESCRIPTIONS AND CALCULATION STRUCTURES:

#### A. Customer Service Center Staffing

A *Customer Service Staffing and Cost Model* ("Staffing Model") will be used to determine the number of staffing hours and costs required to operate the CSC. The CSC staffing cost allocated to SBCTA will be calculated using the same Staffing Model to forecast customer service staffing requirements and associated labor costs for the Toll Services.

The Staffing Model projects the staffing levels and costs from the combined estimated workload inputs of 1.) daily average customer service calls; and 2.) labor hours per week for customer service work tasks. These workload inputs are estimated based on SBCTA's projected Transaction volumes.

- 1.) SBCTA's daily average calls are calculated using TCA's estimated *Transactions per call* factor and SBCTA's Projected Toll Transactions of 12,000,000 ([Table 1](#)).

Transactions per Call: The *Transactions per call* factor is derived using TCA FY projected annual calls, 1,240,141 in FY17, and TCA's Projected Transactions, 95,890,000 in FY17 ([Table 1](#)), resulting in a projection of **77.32 Transactions per call**. Applying SBCTA's Projected Transactions, SBCTA's projected annual calls are 155,199. This average will be recalculated prior to starting the Toll Services using TCA's most recent actuals and after the start of the Toll Services, as part of the annual budgeting

process, using TCA's actual calls received and TCA's actual Transactions, compared against SBCTA's Projected Transactions for the upcoming FY.

- 2.) SBCTA's weekly labor hours for customer service tasks are calculated using the *Transactions per hour* factor and SBCTA's Projected Transactions of 12,000,000 (Table 1).

Transactions per Hour: The *Transactions per hour* factor will be derived using TCA's annual projected aggregate hours required for customer service work tasks; as determined by the Staffing Model is 74,997 in FY17; and Projected Transactions, 95,890,000 in FY17, resulting in **1,278.58** *Transactions per hour*. SBCTA's projected annual hours are 9,385, using this factor, equating 24 full time equivalent (FTE) customer service positions (CSP). These weekly hours will be allocated across the various customer service tasks using the most recent annual ratios based on actual work performed. This factor and the allocation will be recalculated prior to starting the Toll Services using TCA's most recent actuals and after the start of the Toll Services, as part of the annual budgeting process, using TCA/SBCTA's actuals and TCA/SBCTA's combined actual Transactions, compared against SBCTA's Projected Transactions for the upcoming FY.

The cost allocation to SBCTA will be derived from the Staffing Model by applying *Transactions per call* and the allocation of the *Transactions per hour* factor as described above.

#### B. Operating Costs (Account-related Costs)

SBCTA's cost per account will be calculated using the *cost per account* factor and SBCTA's projected aggregate account volume. SBCTA's aggregated account volume is calculated using the *Transactions per account* factor and SBCTA's Projected Transactions.

Transactions per Account: The *Transactions per account* factor is derived by using TCA's aggregate Customer Account volume, 3,600,878 in FY17 (Table 2), and TCA's Projected Transactions, 95,890,000 in FY17 (Table 1), resulting in **26.63** *Transactions per account*. Applying SBCTA's Projected Transactions of 12,000,000 (Table 1), SBCTA's projected aggregate account volume is 450,620.

SBCTA's Projected Customer Accounts

TCA FY17 Projected Transactions ( <u>Table 1</u> )	95,890,000
TCA Customer Accounts ( <u>Table 2</u> )	3,600,878
TCA Transactions per Account	26.63
SBCTA FY22 Projected Transactions ( <u>Table 1</u> )	12,000,000
SBCTA Projected Customer Accounts	450,620

The *Transactions per account* factor and SBCTA's projected aggregate account volume will be recalculated prior to starting the Toll Services using TCA's most recent actuals and after the start of the Toll Services, as part of the annual budgeting process, using TCA/SBCTA's actual account volumes and TCA/SBCTA's combined actual Transactions, compared against SBCTA's Projected Transactions for the upcoming fiscal year.

Cost per Account: TCA identified Customer Service Operating Costs that fluctuate based on the volume of Customer Accounts. The FY17 budget for these costs totaled \$7,488,520 (Table 3). TCA's aggregate Customer Account volume is 3,600,878; resulting in an estimated **\$2.08 cost per account**. SBCTA's cost allocation will be calculated using the *cost per account* multiplied by SBCTA's Projected Customer Accounts.

Account-related Costs

TCA Customer Service Operating Costs (Total Account-related Costs (Table 3))	\$7,488,520
TCA Customer Accounts (Table 2)	3,600,878
TCA Cost per Account	\$ 2.08
SBCTA Projected Customer Accounts	450,620
SBCTA Estimated Customer Service Operating Costs	\$ 937,290

SBCTA's cost allocation will be recalculated prior to starting the Toll Services using TCA's budgeted costs and actual accounts. After the start of the Toll Services, SBCTA's cost allocation will be determined using TCA's budgeted costs, TCA/SBCTA's actual accounts and SBCTA's Projected Customer Accounts as determined above.

C. Operating Costs (CSP-related Costs)

SBCTA's cost per CSP will be calculated using the *cost per CSP* factor plus the CSP annual user license fee per CSP and SBCTA's projected CSPs, as projected by the Staffing Model, inclusive of leads, supervisors plus other designated classifications/positions.

Cost per CSP: TCA identified Customer Service Operating costs that fluctuate per the number of customer service positions. The *cost per CSP* factor is derived by using TCA's projected 139 FTEs in FY17 and the aggregate of Customer Service Operating costs that support a customer service position, \$45,162 (Table 3); resulting in **\$324.91 cost per CSP**.

The FY17 CSP annual user license fee for TCA's CSC communication system is **\$226.10 per CSP**.

CSP-related Costs	
TCA Customer Service Operating Costs (CSP-related Costs) (Table 3)	\$ 45,162
TCA CSP	139
TCA Allocated Cost per CSP	\$ 324.91
TCA User License per CSP	\$ 226.10
TCA Cost per CSP (sum of the two rows above)	\$ 551.01
SBCTA Projected CSPs	24
SBCTA Estimated Customer Service Operating Costs	\$ 13,224

For subsequent calculations, SBCTA's cost allocation will be determined using TCA's budgeted costs and both: TCA/SBCTA's projected combined FTEs; and SBCTA's independently Projected CSPs as output from the Staffing Model output.

#### D. Operations Management and Finance Overhead

TCA and SBCTA identified TCA staff positions within Operations Management, Finance and Marketing, whose efforts will be impacted by and mutually beneficial to the management and administrative-related requirements specified within the Agreement. SBCTA's allocated overhead expense associated with these staff positions is calculated using the *overhead per Transaction* factor and SBCTA's Projected Transactions (12,000,000).

Overhead Cost per Transaction: The *overhead cost per Transaction* factor is derived by using TCA's fully burdened cost for TCA staff positions (FY17 - \$1,977,438), and TCA's Toll Transactions, (FY17 - 95,890,000, [Table 1](#)); resulting in **\$0.02** per Transaction and SBCTA's allocated cost of \$240,000.

For subsequent calculations, SBCTA's cost allocation will be calculated using TCA's budgeted costs for the staff positions, TCA's most recent actuals for Transactions to determine the *overhead cost per Transaction* factor and SBCTA's FY Projected Transactions.

#### E. Customer Service Center Facility Overhead

TCA and SBCTA agree that SBCTA's customer service center facility overhead expense will be calculated using an estimated rate of \$3.00 per square foot and an assumed average of 200 square feet per CSP, inclusive of utilities, equipment, and other infrastructure. Prior to and after the start of Toll Services to incorporate the then most recent market rates and consideration for the other elements included in this cost allocation.

Facility Overhead Allocation: \$3.00 square foot at 200 square feet per CSP with 24 projected CSPs equates to \$7,200/CSP annually.



#### F. Insurance

SBCTA's allocation for insurance cost will be determined using TCA's budgeted costs for insurance coverages unrelated to its on-road infrastructure, to determine the per Transaction insurance cost.

Insurance Allocation: Is the per Transaction insurance cost calculated as TCA budgeted costs (FY17 - \$700,000) divided by TCA Projected Transactions (95,890,000) multiplied by SBCTA Projected Transactions (12,000,000) equates to \$87,600.

#### G. Account Maintenance Fee Credit

It is anticipated that some of the new patron accounts that will be established after the inception of the Agreement may in certain months have toll usage solely on SBCTA's facilities, and may also generate account maintenance fee revenue. In these circumstances, the account maintenance fee revenue generated by these accounts in a given month will be attributed to SBCTA. An estimated annual amount has been included as a credit in the calculation that derives the Trip Transaction-Based Fee. To the extent, the actual amount of credit earned by SBCTA in a given month is more or less than the prorated portion of the estimated annual credit used to derive the Trip Transaction-Based Fee for that year, settlement will be made between TCA and SBCTA as outlined in the Agreement. The steps are summarized below:

1. Estimate SBCTA's prorated monthly portion of the estimated annual Account Maintenance Fee revenue
2. Calculate SBCTA's monthly portion of Account Maintenance Fee revenue
3. Reconcile Step 2 with Step 1

### 3 Violation Processing Fee

Fee for each SBCTA Transaction that is processed as a Violation.

**Table 6: Violation Processing Fee Structure**

ITEM	COST COMPONENTS	COST
A.	FY17 Budgeted Violation Processing Costs	\$ 9,145,801
	TCA FY17 Noticed Violation Transactions	6,528,191
	<b>Violation Transaction-Based Fee</b>	<b>\$ 1.40</b>

#### ITEM DESCRIPTIONS AND CALCULATION STRUCTURES:

- A. The Violation processing fee is determined using TCA's estimated cost *per Violation Transaction*.

Cost per Violation Transaction: The *cost per Violation Transaction* will be calculated using TCA's budgeted Violation Processing costs, (FY17 - \$9,145,801, [Table 4](#)) and TCA's Violation Transactions, (FY17 - 6,528,191); resulting in **\$1.40 per Violation Transaction**.

Prior to the start of the Toll Services, this fee will be recalculated using TCA's projected Violation Transactions and budgeted costs. After the Toll Services have started, this fee will be recalculated as part of TCA annual budget process using TCA/SBCTA's budget for Violation processing; and TCA and SBCTA's combined projection for Violation Transactions.

## 4 Transponder Costs

### A. Transponder Costs

SBCTA's Transponder cost is a direct pass-through cost. SBCTA shall reimburse TCA for the applicable costs, depending on the Transponder type, of newly assigned Transponders. The Parties will determine the appropriate allocation method prior to the Start-up Period.

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<sup>i</sup> Note: Calculations in this Exhibit A for FY 2017 shall be recalculated for each fiscal year during the Term in accordance with the methodology set forth in this Exhibit A.

**Contract Summary Sheet**

**General Contract Information**

Contract No: 18-1001855 Amendment No.: \_\_\_\_\_ Vendor No.: TBD  
 Vendor/Customer Name: Western Region Toll Operators (WRTO) Sole Source?  Yes  No  
 Description: Western Region MOU  
 Start Date: 01/04/2018 Expiration Date: 01/01/2068 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ -	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ -	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ -

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: Approve MOU 18-1001855 with Western Region Toll Operators

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Paula Beauchamp

Attachment: 18-1001855-CSS - Western Region MOU (4354 : I-10 Contract 1 - TCA Coop, Toll Facilities, Fiber Lease, Western Region MOU)

**WESTERN REGION TOLL OPERATORS  
MEMORANDUM OF UNDERSTANDING**

**Records of Amendments**

Original	WR Memorandum of Understanding	July 7, 2017
<b>Article</b>	<b>Amendments</b>	<b>Date Adopted</b>

Attachment: 18-1001855 Western Region Draft MOU -170707\_clean version (4354 : I-10 Contract 1 - TCA Coop, Toll Facilities, Fiber Lease,

## WESTERN REGION TOLL OPERATORS

### MEMORANDUM OF UNDERSTANDING

This Western Region Toll Operators Memorandum of Understanding (hereinafter “MOU”) for reference purposes, dated September 1, 2017 is entered into by and among the undersigned agencies and organizations (hereinafter “Members”).

#### **Article I – Purpose and Mission**

The Western Region Toll Operators (WRTO) is a collaborative organization composed of the Western Region's toll facility operators/owners and states in the Western Region with interest in tolling. The Western Region is defined as the following states and provinces: Alaska, Arizona, British Columbia, California, Hawaii, Idaho, Oregon, Montana, Nevada, Utah, and Washington. The WRTO is led by a Chair and a Vice Chair (see Article IV, E).

Other tolling organizations may participate as approved by WRTO. WRTO is the primary resource for interoperability and coordination among tolling facilities, and for education and advocacy regarding tolling in the Western Region. WRTO Members communicate regularly on issues of interoperability, technology, operating policies, customer service, the legislative, administrative and regulatory framework for tolling, and other issues affecting tolling in the Western Region.

The mission of WRTO is to promote interoperability, operational excellence, technological advancement and exemplary customer service on Western Region toll facilities. The types of activities that WRTO undertakes includes but is not limited to:

- Promoting consistent agreement(s) and practices for interoperable toll processing and revenue collection;
- Reviewing and making recommendations and in some cases, initiating proposed legislative changes that may impact toll operations in a state or province;
- Promoting the (to be adopted) National Interoperability (NIOP) symbol as the Western Region symbol for nationwide electronic toll collection and interoperability;
- Examining new tolling technologies;
- Serving as a resource for toll project planning, development and operations;
- Providing a central interface with related professional organizations such as the International Bridge Tunnel and Turnpike Association (IBTTA) and the Alliance for Toll Interoperability (ATI); and
- Providing input to assist with IBTTA’s charge to enact NIOP. NIOP governance, as defined by the IBTTA, is composed of a governance committee from five national regions, including the Western Region.

## Article II – Membership

### A. Tolling and Partner Members

Toll agencies or entities operating at least one toll facility in the Western Region, collecting toll revenues with cash and/or with an electronic payment method will be Tolling Members. Qualification to be a Tolling Member shall be done by the Chair or the Chair's designee verifying that such operator is tolling. Partner Members applying to be a Tolling Member, because they now meet the requirements above, shall be approved by the Chair or the Chair's designee within 30-days, with the decisions communicated to all Members of the Western Region. See Appendix 1 for a listing of Tolling Members.

Any tolling agency or entity (including a group or consortium) may participate as a Partner Member provided the agency can provide evidence to the Chair or the Chair's designee their interest in tolling interoperability in the Western Region. Such entities may petition WRTO for membership, based on a majority vote of the General Committee. See Appendix 1 for a listing of Partner Members.

### B. Membership Changes

It is expected over time, new public and private entities may develop and operate toll facilities and that these entities may want to, and should be encouraged to, join the WRTO. Any such entity may join the WRTO by having an authorized individual sign and date the MOU on behalf of the entity.

A Member can withdraw from WRTO by providing written notice to each of the Members and the Chair at least 30 days prior to the effective date of withdrawal. WRTO membership is voluntary, and its actions are only advisory to its Members. WRTO may not require compliance with any actions that are inconsistent with the policies and procedures and policy board actions of any Member.

## Article III – Governance

WRTO shall be governed by a General Committee with assistance from subcommittees.

### A. General Committee

#### Composition

The General Committee includes all Members and will be comprised of the Chief Executive of each Member or his/her specified designee with the authority to represent the interests of the Member. Each Chief Executive may also designate one alternate to serve in place of the specified designee. The General Committee will be led by the Chair and Vice Chair.

#### Responsibilities

The General Committee shall provide overall management to the extent necessary to accomplish the Purpose and Mission of WRTO as described in Article I above.

## ***B. Subcommittees***

Each subcommittee will have a Subcommittee Chair, who will be a representative of a Member. The Subcommittee Chair will be appointed by the Chair and confirmed by a majority vote of the General Committee. Each subcommittee will develop annual work programs/objectives for review and approval by the General Committee. The General Committee may also establish additional subcommittees or ad hoc working groups to address specific issues. The following subcommittees will support the General Committee in carrying out the business of WRTO.

### Operations and Technical Subcommittee

The Operations and Technical Subcommittee will address all issues related to toll collection, roadway operations, and customer services. These may include but are not limited to:

- Electronic Toll Collection operations and interoperability;
- Best practices and protocols for toll collection, signage and other operational elements;
- Researching new technologies;
- Coordination with technology user groups, vendors, testing entities, and standards bodies on ETC standards and certification; and
- Matters dealing with California Toll Operators Committee (CTOC) interoperability.

### Communications Subcommittee

The Communications Subcommittee will address and advise the WRTO General Committee on issues related to communications strategies for promoting interoperability and best practices in customer education among the WRTO Members. The Communications Subcommittee will establish and maintain a website. The website may contain official WRTO documents, and other information as directed and approved by the General Committee.

## ***C. Termination and Amendment***

This Agreement may be terminated either (1) upon agreement of all Members; or (2) upon withdrawal of all but one Member. This Agreement may be amended by unanimous vote of all Tolling Members.

## ***D. No Liability***

Nothing in the provision of this MOU is intended to create or imply duties or obligations to, or create or imply rights extending to or for the benefit of third parties not parties to this MOU and / or affect the legal liability of any party to this MOU by imposing any standard of care with respect to the operation of Member's toll facilities.

## ***E. No Partnership***



Neither this MOU nor the exercise of any activity described hereunder shall evidence or establish, or be construed as evidencing or establishing, any partnership, joint venture or similar relationship between the Members, or any of them.

## **Article IV – Conduct of Business**

### ***A. Meetings***

The General Committee will meet no less than twice a year, and as necessary to carry out the activities detailed in this MOU. Subcommittees will meet no less than twice a year.

### ***B. General Committee and Subcommittee Voting***

The General Committee will be called upon to vote on topics brought before the WRTO, such as issues specifically related to IBTTA NIOP, adding or dissolving subcommittees or a variety of other subjects. For all committee meetings, a simple majority of the Tolling Members constitutes a quorum. Any Tolling Member representative who will be absent from a meeting may vote by way of a written correspondence delivered to the Chair. Abstentions are counted as non-votes.

A majority vote shall mean a simple majority of the quorum present. All votes shall require a simple majority, except for the following topics that shall require a unanimous vote:

- Imposition of a cost on Tolling Members;
- Actions to advocate or oppose a regulatory or legislative change; and
- Recommendations for a substantial change in operational policies or procedures to a Member.

Only Tolling Member states or provinces can vote in the General Committee and Subcommittees. Each state or province shall have one vote except for California which shall have two votes. California's two votes will be divided between the CTOC Chair and CTOC Vice-Chair. States or provinces with multiple Tolling Members shall decide amongst themselves how their votes shall be cast. See Appendix 1 for a list of eligible voting Tolling Members.

### ***C. IBTTA NIOP Western Region Voting***

For IBTTA NIOP, the Chair and Vice Chair shall serve as the Western Region voting representatives. When the Chair and Vice Chair are made aware of NIOP topics requiring their votes, they shall consult with the General Committee prior to casting their official votes. After discussions, and a General Committee vote, the Chair and Vice Chair shall vote according to direction of the General Committee. In IBTTA NIOP meetings the Chair and Vice Chair shall use their best efforts to convey the decision of the General Committee. In the event of exigent circumstances, they shall act in the best interest of the Members of the WRTO.

### ***D. Election of Officers***

By majority vote, the General Committee will elect one of its members to serve as Chair of WRTO and the General Committee for a term of two years. The two-year term will begin upon election.

By majority vote, the General Committee will elect one of its members to serve as Vice Chair of WRTO and the General Committee for a term of two years. The two-year term will generally be

concurrent with the term of the Chair, subject to the discretion of the General Committee. In the event the office of the Chair is vacant, the Chair is absent from a meeting, or the Chair is unable to perform the duties of Chair, the Vice Chair will perform the duties until the Chair is able to perform them or the General Committee by majority vote elects a new Chair.

The Chair and Vice Chair must be from agencies/organizations that are Tolling Members of WRTO and shall not be from the same state or province. The intent is that the Chair and Vice Chair offices will be rotated among the Tolling Members.

By majority vote, the General Committee may extend the terms of the Chair and/or Vice Chair beyond two years for a specified period, not to exceed two years per extension. In the event the General Committee fails to elect a Chair; the sitting Chair will remain in office until a successor is elected.

The Immediate Past Chair serves on the General Committee and provides continuity and support to the Chair, Vice-Chair and General Committee. The Immediate Past Chair shall serve as an advisory member of the General Committee and may receive special assignments as determined by the Chair.

### *E. Staffing*

The Chair will appoint a staff member or other designee from their organization to perform duties in support of WRTO. The Member represented by the Chair may be responsible for funding minor items in support of the administration of WRTO during his/her term. Duties of the staff support for WRTO would include:

- Coordinating meetings and taking General Committee meeting minutes;
- Ensuring that subcommittee minutes are taken and submitted;
- Supporting Chair and Vice Chair and subcommittees; and,
- Maintaining content on the WRTO website, inclusive of posting agendas, meeting notes and other documents as appropriate.

### *F. Funding*

By unanimous agreement of the General Committee, a membership fee at an amount to be determined by General Committee to cover basic administrative expenses and additional shared expenses for special projects may be instituted. Partner Members shall not be charged a membership fee. To the extent any such fee is instituted, the General Committee shall establish a budget with the financial records of WRTO shall be made available to any Member for review and audit purposes. In the event of termination of this MOU, any funds remaining after payment of all WRTO obligations shall be distributed amongst those Members that are parties to the MOU at the time of termination according to their contribution.

## **Article V – Intraregional and National Tolling Interoperability**

Tolling interoperability by Members will be specified in this MOU after discussions are complete as to the details of file exchange, settlements, and other elements necessary for interoperability.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.  
This agreement may be signed in counterparts by the respective Member.

<b>Member</b>	<b>Signature</b>	<b>Date</b>
Adams Avenue Parkway (AAP)		
Alameda CTC / Sunol SMART Carpool Lane Joint Powers Authority (Sunol JPA)		
Alaska Department of Transportation and Public Facilities (DOT&PF)		
Arizona Department of Transportation (ADOT)		
Bay Area Toll Authority/Metropolitan Transportation Commission (BATA)		
E-470 Public Highway Authority (E-470)		
Foothill/Eastern Transportation Corridor Agency (FETCA)/ San Joaquin Hills Transportation Corridor Agency (SJHTCA)		
Golden Gate Bridge, Highway and Transportation District (GGBHTD)		
Hawaii Department of Transportation (HDOT)		
Idaho Transportation Department (ITD)		
Los Angeles County Metropolitan Transportation Authority (LACMTA)		
Montana Department of Transportation (MDT)		
Nevada Department of Transportation (NDOT)		
Orange County Transportation Authority (OCTA)		

Member	Signature	Date
Oregon Department of Transportation (ODOT)		
Port of Cascade Locks (POCL)		
Port of Hood River (POHR)		
Riverside County Transportation Commission (RCTC)		
San Bernardino County Transportation Authority (SBCTA)		
San Diego Association of Governments (SANDAG)		
Santa Clara Valley Transportation Authority (VTA)		
San Francisco County Transportation Authority (SFCTA)		
Utah Department of Transportation (UDOT)		
Transportation Investment Corporation (TI Corp)		
Washington State Department of Transportation (WSDOT)		

## Appendix 1 – List of WRTO Members

### Tolling Members:

- Adams Avenue Parkway (AAP)
- Alaska Department of Transportation and Public Facilities (DOT&PF)
- California Toll Operators Committee (CTOC)
- Port of Cascade Locks (POCL)
- Port of Hood River (POHR)
- Transportation Investment Corporation (TI Corp)
- Utah Department of Transportation (UDOT)
- Washington State Department of Transportation (WSDOT)

### Partner Members:

- Arizona Department of Transportation (ADOT)
- E-470 Public Highway Authority (E-470)
- Hawaii Department of Transportation (HDOT)
- Idaho Transportation Department (ITD)
- Montana Department of Transportation (MTD)
- Nevada Department of Transportation (NDOT)
- Oregon Department of Transportation (ODOT)

### Tolling Member states and provinces eligible to vote:

- Alaska
- British Columbia
- California (2 votes)
  - CTOC - North
  - CTOC - South
- Oregon
- Utah
- Washington

## ***Minute Action***

AGENDA ITEM: 12

***Date:*** January 4, 2018

***Subject:***

Mount Vernon Avenue Viaduct- AECOM Design Contract Amendment and BNSF Preliminary Engineering Agreement

***Recommendation:***

That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve the Amended and Restated Agreement (Contract No 16-1001512) with AECOM Technical Services amending the scope of work and cost proposal for support of environmental revalidation, design-build preliminary engineering and right of way services, and increasing the contract amount by \$1,074,300.50 to \$4,178,388.50 for these services for the Mt. Vernon Avenue Viaduct over the BNSF Railway Intermodal Yard Project (Mt. Vernon Viaduct Project).

B. Approve Agreement 17-1001621 with BNSF Railway and the City of San Bernardino for preliminary engineering of railway operational impacts' mitigation and designating project responsibilities for the Mt. Vernon Viaduct Project, which includes payment of an estimated \$500,000 to BNSF for preliminary engineering work and receiving \$3,500,000 from BNSF for an initial contribution towards the project.

C. Approve amendment to the San Bernardino County Transportation Authority (SBCTA) Fiscal Year 2017/2018 Budget to add in \$1,574,300.50 in BNSF funding to Task 0860 Arterial Projects, Sub-task 0827 Mount Vernon Avenue Viaduct, to fund current fiscal year work associated with the agreements in recommendations A and B.

***Background:***

The Mount Vernon Avenue Viaduct over the BNSF Railway Intermodal Yard Project (project) has been a high priority project for the City of San Bernardino (City) for more than 15 years. In June 2011, the City obtained environmental clearance from Caltrans for a bridge replacement. However, the City experienced design and schedule delays based on a variety of challenges including potential environmental revalidation needs, right-of-way issues and funding concerns. In an effort to expedite the completion of the project, the City agreed to have SBCTA take over the project due to SBCTA's extensive experience in delivering large complex projects.

On May 4, 2016, the SBCTA Board of Directors approved a Memorandum of Understanding (SBCTA Contract No. 16-1001476) with the City for the development of the project, defining a framework for project execution and funding, and designating SBCTA as the lead agency for administration of the project moving forward. On June 7, 2016, the SBCTA Board approved cooperative agreement Contract No. 16-1001477 with the City, under which the City designated SBCTA to lead project management of the design and right of way phases for the project; an assignment and assumption agreement Contract No. 16-1001511 between SBCTA, the City and AECOM allowing SBCTA to assume the City's responsibilities and rights under the City and

*Entity: San Bernardino County Transportation Authority*

AECOM contract, Contract No. 16-1001512, and enabling AECOM to continue providing design and environmental professional services on the project.

SBCTA has been working actively to expedite project delivery. SBCTA sought legislation, AB 1523, for Design Build Authority on this project. This legislation was approved by the Governor on July 31, 2017 and the design build method is now being planned for the demolition and construction of a new bridge. Some of the next steps in moving forward in the process are to complete the environmental revalidation for the bridge demolition and reconstruction, and complete preliminary engineering activities, and initiate technical provisions for a potential design-build procurement package. It is important to execute sufficient preliminary engineering to develop a definition for the scope of work in the design build procurement documents. Recommendations A and B would allow preliminary engineering work by the existing designer, AECOM, and BNSF Railway (BNSF) to continue such that sufficient project definition and cost estimates can be developed prior to issuing procurement documents for a design build contract. It is anticipated these documents could be finalized before the end of 2018.

**Recommendation A:** Since AECOM's original scope of work was preparation of a complete plans, specifications, and estimate (PS&E) package, AECOM's scope of work needs to be modified to address the current planned design-build project delivery. Because SBCTA assumed an existing contract between the City and AECOM, an amended and restated agreement is now being executed between SBCTA and AECOM to incorporate standard SBCTA contract terms and conditions. This agreement will reflect these items, add in the new scope of services to support design-build delivery, amend the contract value, and provide a time extension on the contract to the year 2022 to allow AECOM to be under contract through the anticipated duration of the design build work.

An increase in additional funding of \$1,074,300.50 is required to be added to the AECOM contract as most of the existing contract balance has been expended in getting the project to about 40% design completion and providing numerous studies and alternative analyses in seeking to move the project forward over the last few years. The requested additional funding will allow completion of a revalidation of the existing project and potential mitigations as well as provide the preliminary engineering, technical provisions, and design support for the preparation of procurement documents for a design build contract. The term of the contract is also being extended such that AECOM is under contract to provide support as needed during the execution of the design-build contract.

Staff is recommending approval of this amended and restated agreement Contract No. 16-1001512 with AECOM.

**Recommendation B:** Staff has been working with BNSF and the City to assess and address operational impacts to the BNSF intermodal facility, the rail lines and the community as a result of the demolition and replacement of the Viaduct. Studies have looked at developing best construction means and methods for execution during limited work windows and restrictions from working on a major railroad corridor. The BNSF facility and lines are an active area with over 100 trains per day passing through the project area in addition to extensive movement of trailers and trucks through the intermodal yard. Further analysis is required to look at potential mitigations which would facilitate greater work windows to allow the demolition and

## Board of Directors Agenda Item

January 4, 2018

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construction to occur while minimizing the impacts to existing and planned future operations in this area.

This agreement with BNSF and the City of San Bernardino (SBCTA Contract No. 17-10016210) provides a mechanism for further analysis and design of potential mitigations to address the BNSF operational impacts. Under this agreement, SBCTA will pay an estimated \$500,000 for BNSF to perform preliminary engineering to design mitigation for their operations and provide a better cost estimate and schedule to implement these measures. Potential implementation of the mitigation measures could significantly reduce overall construction time and cost. BNSF commits to providing a funding contribution to the overall project including an initial installment payment of \$3,500,000 coincident with the execution of this agreement. Upon completion of the BNSF preliminary engineering work, a better cost estimate, schedule and plan will be developed as to how best to address railroad operational impacts and execution of the demolition and bridge construction activities at this active site. BNSF's initial contribution will also provide local funding for the ongoing preliminary engineering activities of SBCTA's designer while an overall funding plan is being finalized. Staff recommends approval of this agreement.

**Recommendation C:** There was no anticipated funding from BNSF in the Fiscal Year 2017/2018, so a budget amendment is required to allow the use of this BNSF contribution to be used in funding some of the preliminary engineering work that is done by both SBCTA and BNSF. Staff recommends \$1,574,300.50 in BNSF funding be added to Task 0860 Arterial Projects, Sub-task 0827 Mt. Vernon Avenue Viaduct to utilize these BNSF funds for anticipated work in the remaining portion of the current fiscal year.

**Financial Impact:**

This item is not consistent with the Fiscal Year 2017/2018 budget under Task No. 0860 Arterial Projects, Sub-Task No. 0827 Mount Vernon Avenue Viaduct Project. A budget amendment is being requested as part of this agenda item to add in \$1,574,300.50 in BNSF funding for this fiscal year.

**Reviewed By:**

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreements.

**Responsible Staff:**

Paula Beauchamp, Director of Project Delivery

Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:



**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001512 Amendment No.: 5 Vendor No.: 00091  
 Vendor/Customer Name: AECOM Technical Services Sole Source?  Yes  No  
 Description: PSE/ROW Services for Mt Vernon Viaduct over BNSF  
 Start Date: 08/24/2017 Expiration Date: 06/30/2018 Revised Expiration Date: 06/30/2022  
 Has Contract Term Been Amended?  No  Yes - Please Explain Amend & Restate Contract  
 List Any Related Contracts Nos.: 16-1001511 (Assign/Assume)

Dollar Amount			
Original Contract	\$ 3,104,088.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ 1,074,300.50	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 4,178,388.50</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 4,178,388.50</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: Approve Agreement 16-1001512

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal 8.24%

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Dennis Saylor

Attachment: 16-1001512\_CSS (4351 : Mt Vernon Viaduct - AECOM Design Amendment and BNSF Agreement)

**EXHIBIT A-2**  
**“Scope of Work—Amendment Nos. 4-5**  
**Work after August 24, 2017”**

Attachment: 16-1001512\_EXHIBIT\_A-2 (4351 : Mt Vernon Viaduct - AECOM Design Amendment and BNSF Agreement)

**EXHIBIT A-2**  
**SCOPE OF WORK**  
**FOR**  
**CONSULTANT SERVICES FOR MOUNT VERNON AVE. VIADUCT OVER BSNF RAIL-  
WAY INTERMODAL YARD (16-1001512)**

**I. PROJECT DESCRIPTION**

The Mount Vernon Avenue Viaduct over the BNSF Railway Intermodal Yard Project has been a high priority project for the City of San Bernardino (City) for more than 15 years. In 1997, Caltrans inspectors determined that the bridge had a sufficiency rating of less than 50 out of a possible 100. Bridges rated less than 50 are considered to be structurally deficient and functionally obsolete. The current sufficiency rating of the bridge is 2. Due to the deficiency of the structure, Caltrans has allocated \$82 million of federal funds to the project.

In June of 2011, the City obtained environmental clearance from Caltrans for a bridge replacement. As the project progressed into the design phase, the City experienced delays to the project schedule based on a variety of challenges including potential environmental revalidation needs, right-of-way issues and funding concerns. In an effort to expedite the completion of the project, the City of San Bernardino and San Bernardino County Transportation Authority (SBCTA) agreed to have SBCTA take over the project due to SBCTA's extensive experience in delivering similarly large and complex projects. In an effort to expedite delivery of this project, SBCTA sought legislation, AB 1523, for Design Build Authority on this project. This legislation was approved by the Governor on July 31, 2017.

The scope of work in the original contract was for final design and support services for a traditional design, bid, build project delivery method. The following scope of work is intended to replace the scope of work from the original contract. This scope of work reflects the services required moving forward to support the environmental revalidation, preliminary engineering and right of way support activities towards SBCTA's procurement of a Project Management Construction Management Consultant (PCM) and Design Build Contractor (DB). *This scope includes work already authorized after SBCTA assumed the contract.*

**II. STANDARDS**

All documents shall be prepared in accordance with current SBCTA, City of San Bernardino, Caltrans, San Bernardino County, BNSF Railway (BNSF), Southern California Regional Rail Authority (SCRRA), AMTRAK or other approving agencies regulations, policies, procedures, manuals, and standards where applicable. Consultant shall obtain, at its expense, all applicable Manuals and Standard Plans

**III. 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, estimates and technical provisions necessary to assist SBCTA in environmentally clearing the Project and procurement of PCM and DB contracts.
- C. Employ quality control procedures that identify potential risks and uncertainties related to the implementation 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 Work, Consultant observes, encounters, or identifies any circumstance that could pose a potential risk, Consultant shall notify SBCTA immediately.

#### IV. ASSUMPTIONS

- A. Assume there will be weekly conference calls to coordinate and status the Project progression and two meetings per month during the duration of this contract.
- B. Assume 5 hardcopies and 3 CD of all major deliverables. Consultant shall coordinate with SBCTA and approving agency prior to distribution of deliverables to determine points of contact, number of hardcopies and format of softcopies
- C. Assume one SBCTA peer review and revision prior to each submittal. Assume two approving agency reviews for each submittal and a workshop for comment resolution, if required.

#### V. SUMMARY OF TASKS REQUIRED

##### A. TASK 1 through TASK 11

With the execution of this amendment, tasks 1 through 11 of the contract will be suspended and any remaining funds will be distributed to the appropriate new task as follows:

- Task 1 funds will be distributed to Task 12
- Task 2 funds will be distributed to Task 13
- Task 3 funds will be distributed to Task 14
- Task 4 funds will be distributed to Task 14
- Task 5 funds will be distributed to Task 14
- Task 6 funds will be distributed to Task 14
- Task 7 funds will be distributed to Task 15
- Task 8 funds will be distributed to Task 15
- Task 9 funds will be distributed to Task 15
- Task 10 funds will be distributed to Task 15
- Task 11 funds will be distributed to Task 15

##### B. TASK 12 – PROJECT MANAGEMENT

- a. 12.1 – Project Management

- i. 12.1.1 - Coordination and Meetings - Meetings with affected parties shall be held, as needed, to discuss issues pertinent to environmental clearance, technical analysis, design development, contract procurements and effects of the Project. During these meetings, City, SBCTA, Caltrans, BNSF, SCRRA, AMTRAK and other agencies may provide direction for development of the Project. Consultant shall be responsible to prepare the necessary meeting scheduling, agendas, action item lists, decision log, handouts, minutes.
  - 1. 12.1.1.1 - Project Development Team Meetings – Project Development Team (PDT) trend meetings are anticipated to be held on a weekly basis via conference call or in person, as necessary.
  - 2. 12.1.1.2 - Public Outreach Meetings - Public outreach meetings are anticipated to be led by SBCTA. City and Caltrans and Consultant will provide support services as requested.
  - 3. 12.1.1.3 - Railroad Coordination Meetings - Meetings shall take place between the City, SBCTA, Consultant, BNSF, AMTRAK and SCRRA as needed to address specific issues, or as otherwise directed by SBCTA. Emergency meetings may be called by SBCTA at any time to address pressing issues.
- ii. 12.1.2 – Administration – Consultant will be responsible for the planning of the project and overall project management and supervision of project staff to facilitate the performance of the work. Consultant shall coordinate with stakeholders, including city, county, state, and federal regulatory agencies. Consultant will be responsible for administering subcontracts and directing their work. Consultant shall maintain project files using the Caltrans authorized filing system.
  - 1. 12.1.2.1 - Encroachment Permits - Consultant shall apply for and obtain encroachment permits necessary for Consultant to be on the jobsite. SBCTA will cover the cost of Permits and processing fees when not waived by the permitting agency. Permitting costs will be billed on the basis of invoices received with no cost markup.
- iii. 12.1.3 – Schedule – Consultant shall develop and maintain the project schedule throughout the Project. The project schedule will be maintained in a standard format with Work Breakdown Structure (WBS) Elements. The schedule will be prepared using the Critical Path Method.
  - 1. Corrective or remedial actions to recover schedule loss will be identified in a risk management plan that will be maintained for the life of the project.
- iv. 12.1.4 - Progress Reports - Consultant shall report the progress of the work on a monthly basis based on specific milestones. Progress shall be based on physical percent complete for each task in the approved final Scope of Work. Consultant shall submit one copy of a monthly Progress Report to SBCTA consisting of a written narrative and an updated Gantt-chart format of the project schedule. The narrative portion of the monthly Progress Report shall describe overall progress of the work, discuss significant

problems and present proposed corrective action, and show the status of major changes.

- v. 12.1.5 - Quality Assurance/Quality Control (QA/QC) Plan – A QA/QC plan was developed and approved by the City at the onset of this Agreement. Consultant shall update and maintain this QA/QC Plan throughout performance of the services under this Agreement. The updated QA/QC Plan shall be consistent with the SBCTA project specific requirements as stated in Section VI of this scope of work. The QA/QC Plan is intended to ensure that reports, plans, studies, estimates, and other documents submitted under the Agreement are complete, accurate, checked, conform to standards, and proofread to meet professional engineering practices in effect at the time of execution of the Agreement, and of a quality acceptable to the SBCTA.
- vi. 12.1.6 - Public Outreach Program – The Public Outreach Program is anticipated to be led by SBCTA and Consultant will provide support services as requested. Consultant shall coordinate public hearing for draft environmental document with SBCTA, City and Caltrans.
- vii. 12.1.7 - Value Analysis Review - A Value Analysis has been completed during the initial environmental documentation phase of the Project. The Consultant shall review the findings of the Value Analysis (posted on the City's website) and ensure the Project incorporates those recommendations that are consistent with the final Project strategy, have the approval of the necessary stakeholders, and are approved in the type selection process.
- viii. 12.1.8 – Invoicing – Consultant shall provide monthly invoices consistent with the contract budgets and the scope of services described herein. Budgets established for the activities shall not be changed without prior written approval of SBCTA's project manager. Monthly invoices will include costs broken down by these activities and provide a percent complete on these activities for purposes of establishing a reporting earned value. Monthly invoices will include a progress report and current project schedule.

### C. TASK 13 – ENVIRONMENTAL CLEARANCE

- a. 13.1 – Environmental Revalidation – A National Environmental Policy Act (NEPA) Finding of No Significant Impact (FONSI) was adopted for the project in June 2011. Consultant will prepare a supplemental environmental document in support of a revalidation of the original environmental clearance. No environmental permits are anticipated for Construction as part of this scope of services.
  - i. 13.1.1 – Environmental Revalidation Memorandum – Consultant will prepare a supplemental environmental memorandum in support of a revalidation of the original environmental clearance. This activity is currently in process as part of the approved contract scope.
  - ii. 13.1.2 - Historic American Engineer Record (HAER) Documentation – Based on MOA Stipulation ILB, Consultant, on behalf of the City, shall contact the National Park Service (NPS) to determine the level of Historic American Engineering Record (HAER) needed for the Mount Vernon Av-

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enue Bridge (#54C-0066). It is anticipated that a written description, architectural drawings, and large-format photographs may be required to meet the HAER requirements. Consultant shall prepare the written documentation, measured drawings, and photographs for documentation up to a level II requirement. The consultant shall coordinate and obtain Caltrans and SHPO concurrence. This activity is currently in process as part of the approved contract scope.

- iii. 13.1.3 – Supplemental Noise Evaluation – The Consultant shall perform a review of the noise evaluation in the adopted Environmental Document that was conducted. It is anticipated that an increase in noise levels at the previously studied noise sensitive receptors would be well below Noise Abatement Criteria of 67 dBA based on updated traffic information. The updated noise levels would be documented in a memorandum and attached to the ER and a full Supplemental Noise Study Report should not be needed as part of the revalidation effort. This activity is currently in process as part of the approved contract scope.
- iv. 13.1.4 – Supplemental Initial Site Assessment (ISA) – The Consultant shall perform a review of the ISA in the adopted Environmental Document. Consultant shall prepare a Supplemental ISA, to support a revalidation of the original environmental clearance. This activity is currently in process as part of the approved contract scope.
- b. 13.2 – Environmental Re-Evaluation– It is anticipated that as the project progresses, additional mitigation may be required that extends beyond the footprint as defined in the June 2011 final Environmental Document. If the footprint, based on mitigation needs, exceeds the footprint of the 2011 clearance, an Environmental Re-Evaluation would be required to evaluate the revised impacts.

This scope of work assumes a Re-Evaluation footprint that includes acquisitions of properties bounded by 4<sup>th</sup> Street, Kingman Street, Cabrera Avenue and Mount Vernon Avenue in addition to properties adjacent to Mount Vernon Avenue to the northwest of 2<sup>nd</sup> Street. It is anticipated that these parcels and a vacation of 4<sup>th</sup> Street east of Cabrera Avenue would be utilized to relocate operational facilities within the BNSF yard to allow for construction of shoofly tracks to minimize impacts to yard operations during bridge construction. It is assumed that no other changes to the project, as defined in the June 2011 final Environmental Document, are proposed or would be required to be included in the updated environmental documentation. It is assumed the National Environmental Policy Act (NEPA) will be addressed through a Supplemental Environmental Assessment with Caltrans as the lead agency and that California Environmental Quality Act (CEQA) Statutory Exemption (SE) will continue to be applicable and appropriate CEQA documentation will be required. These activities are currently in process as part of the approved contract scope. No environmental permits are anticipated for Construction as part of this scope of services.

- i. 13.2.1 – Technical Studies
  - 1. 13.2.1.1 - Community Impact Assessment Memorandum – The Consultant will prepare a Community Impact Assessment Memorandum to specifically assess the affected area between Kingman

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Street and West 4th Street and from just west of Cabrera Avenue to Mount Vernon Avenue. The memorandum will focus specifically on the potential for impacts related to Environmental Justice, neighborhood impacts, relocations (as documented in the Relocation Impact Report), and consistency with local plans.

2. 13.2.1.2 - Visual Impact Assessment Memorandum - Based on the level of potential impact, a Moderate Visual Impact Assessment (MVIA) is assumed to be the appropriate level of visual impact assessment to address the proposed improvements. The analysis will be performed using methods and protocol developed by the Federal Highway Administration (FHWA) and adopted by Caltrans and will utilize Caltrans' MVIA template. The analysis will define the project location and setting; describe visual resources and resource change and viewer groups and viewer responses associated with the project; and evaluate potential visual impacts caused by the proposed project improvements, including any proposed mitigation measures to reduce impacts, if necessary.

Two photo simulations will be prepared for the proposed project features to aid in the visual impact analysis. The location for the simulation will be selected to depict the most sensitive public views that are subject to change, using existing photos and vantages taken during the field visit. The location and view would be representative of the project site and potential for impact.

3. 13.2.1.3 - Supplemental Noise Study Report – Consultant will prepare a Supplemental Noise Study Report (SNSR) evaluating traffic noise impacts, and a noise impact report evaluating the rail-related noise impacts of the Mount Vernon Avenue Bridge Project in the location of the proposed project revisions. It is assumed that the other areas already evaluated in the project Noise Study Report will not need to be revisited or evaluated.
4. 13.2.1.4 - Supplemental Air Quality Report - Consultant will update the existing air quality and climate changes analyses to reflect the project as currently proposed. This will primarily involve revising the construction impact analysis to accommodate the expanded project scope and footprint, and revising the mobile-source air toxics (MSAT) discussion to reflect the proposed change to the existing rail yard configuration.
5. 13.2.1.5 - Supplemental Natural Environment Study/Minimal Impact (SNES/MI) - Consultant will conduct a literature search, perform a field, and prepare a Supplemental Natural Environmental Study (SNES/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 the NES/MI is initiated.
6. 13.2.1.6 – Supplemental Cultural Resource Studies – Consultant shall conduct an updated records search at the South Central

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Coastal Information Center of the California Historical Resources Information System. Consultant shall modify the original Area of Potential Effect (APE) map to incorporate the additional project areas in consultation with SBCTA and Caltrans for obtaining Caltrans approval.

If determined necessary by Caltrans, Consultant will also contact the Native American Heritage Commission and request a review of the Sacred Lands File and request a Section 106 Consultation list of Native American groups and prepare the necessary Native American consultation letters for Caltrans concurrence and signature and distribute these for Caltrans.

Following completion of the record search/review, Consultant shall conduct a field survey of the areas that are added to the original APE only for archaeological resources. Resources will be recorded on Department of Parks and Recreation (DPR) Form 523. It is assumed that none of these resources will be eligible for listing on the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR). Following approval of the APE and the detailed supplemental reports discussed above, a narrative Historical Properties Survey Report (HPSR) will be prepared in accordance with Caltrans/FHWA standards for Section 106 compliance with the NHPA.

7. 13.2.1.7 – Supplemental Initial Site Assessment– The Consultant shall perform a review of the ISA in the adopted Environmental Document that was conducted. Consultant shall modify the original Area of Potential Effect (APE) map to incorporate the additional project areas in consultation with SBCTA and Caltrans for obtaining Caltrans approval. Consultant shall prepare a Supplemental ISA, as necessary, based on the updated APE to support a revalidation of the original environmental clearance.
  8. 13.2.1.8 – Relocation Impact Statement – The Consultant shall perform a review of the Relocation Impact Statement in the adopted Environmental Document that was conducted. Consultant shall modify the original Area of Potential Effect (APE) map to incorporate the additional project areas in consultation with SBCTA and Caltrans for obtaining Caltrans approval. Consultant shall prepare an updated Relocation Impact Statement, as necessary, based on the updated APE to support a revalidation of the original environmental clearance.
- ii. 13.2.2 – Environmental Document
1. 13.2.2.1 - Environmental Document (Draft) - It is assumed that the appropriate NEPA document for the proposed project would be a Supplemental Environmental Assessment (EA). It is assumed that the Supplemental EA will document the project changes that are proposed and will address each resource area included in the original adopted EA. For each resource it will address what the impacts

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are from the project changes. It will not address the entire project or include analyses for areas beyond the areas of the previously described project revisions.

2. 13.2.2.2 - Notice of Availability - Prior to public availability, Consultant will prepare a public distribution list in consultation with and for approval by SBCTA, City and Caltrans. In addition, Consultant will prepare a combined Notice of Availability/Notice of Public Hearing (NOA/NOPH). It is assumed that the notice will be developed in English and Spanish. The NOA/NOPH must be published in a local newspaper of public circulation (both English and Spanish) and filed with the San Bernardino County Clerk. It is assumed that Consultant will be responsible for the publication of the notice and distribution of the notice.
3. 13.2.2.3 - Public Hearing - It is assumed that Consultant will conduct an open house public hearing during the availability period. It is assumed that Consultant will be responsible for all tasks and deliverables related to the public hearing. Consultant will participate in strategizing for the meeting and will have three attendees to help staff the meeting.
4. 13.2.2.4 - Response to Comments - At the close of the public availability period for the Supplemental EA, Consultant will review and respond to all comments received. Consultant will prepare responses to the comments received for inclusion in the final Supplemental EA. It is assumed that no comments regarding legal review or requiring new analyses or from lawyers will be received.
5. 13.2.2.5 - Environmental Document (Final) - Following preparation of the comment responses, Consultant will revise the Supplemental EA to respond to the comments, to document the circulation period and coordination, and if any changes to the project have occurred. Also, included will be a draft Finding of No Significant Impact (FONSI), if requested by Caltrans.
6. 13.2.2.6 - Environmental Commitments Record - For the project the project environmental commitments record (ECR) will be updated to reflect any revisions/deletions/additions to the measures for the project.

#### D. TASK 14 – ENGINEERING STUDIES

- a. 14.1 – Supplemental Traffic Study – A Traffic/Circulation Study was completed in November 2013 based on the original 2011 NEPA Environmental Clearance Document. The Consultant shall perform a review of the November 2013 Traffic/Circulation Study and prepare a Supplemental Traffic Study, as necessary, that is consistent with the footprint for the Environmental Re-Evaluation Document. This study shall include review of existing volumes, traffic forecasts for the year 2040, performance of intersection level of service calculations for key arterials and intersections in the area and traffic operations analyses of the recommended alternative to confirm geometric requirements. Existing traffic counts in the area will

be required and if unavailable from existing sources, Consultant shall obtain. This activity is currently in process as part of the approved contract scope.

- b. 14.2 – Supplemental Detour Study – A Pedestrian and Vehicular Detour Analysis was completed in June 2010 based on the original 2011 NEPA Environmental Clearance footprint. The Consultant shall perform a review of the June 2010 Pedestrian and Vehicular Detour Analysis and prepare a Supplemental Detour Study, as necessary, that is consistent with the footprint for the Environmental Re-Evaluation Document. This study shall include review of existing volumes, traffic forecasts for the year 2040, performance of intersection level of service calculations for key arterials and intersections in the area and traffic operations analyses of the recommended alternative for both pedestrian and traffic detour requirements. Existing pedestrian and traffic counts in the area will be required and if unavailable from existing sources, Consultant shall obtain. This activity is currently in process as part of the approved contract scope.
- c. 14.3 – Hazardous Materials Investigation - A Hazardous Materials Report was completed in December 2013 based on the original 2011 NEPA Environmental Clearance footprint. The Consultant shall perform a review of the December 2013 Hazardous Materials Report and prepare a Supplemental Hazardous Materials Report, as necessary, that is consistent with the footprint for the Environmental Re-Evaluation Document. The Supplemental Hazardous Materials Report will complete all Phase II Hazardous Waste Investigations as identified in the projects approved ISA's, and provide recommendations, and mitigation implementations. This activity is currently in process as part of the approved contract scope.
- d. 14.4 – Geotechnical Reports
  - i. 14.4.1 - Geotechnical Data Report – Consultant will produce a Geotechnical Data Report (GDR), from geotechnical analyses to report preparation including borehole logs. This report summarizes all the available soil borings drilled for the subject bridge and soil laboratory tests performed on soil specimens recovered from these borings. The letter-size boring logs will be prepared using the gINT software following Caltrans guidelines.
  - ii. 14.4.2 – Supplemental Soil Boring Program - An MSE wall was previously proposed at the north-east quadrant of the bridge. This MSE wall could be replaced with a cantilevered wall on piles. Two previous borings were drilled to collect subsurface data for the MSE wall. These two soil borings will need to be deepened to collect subsurface data for the cantilevered wall on piles. A borehole location plan will be prepared that can used to apply for an encroachment permit with the City of San Bernardino (City). The boreholes will be excavated using a truck-mounted rotary-wash drill rig. Soil specimens will be collected at the previously terminated depth and every 5 feet or so thereafter until the targeted termination depth of about 100 feet. Small disturbed or relatively undisturbed soil samples will be collected using split-spoon samplers. Soil samples will be logged and transported to the EMI laboratory. Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests

include: in-situ density and moisture content, grain size, Atterberg limits, direct shear, and soil corrosion tests. Laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods. The above supplemental soil borings and laboratory test results will be included in the same Geotechnical Data Report discussed earlier.

- e. 14.5 – Utility Investigation and Coordination
  - i. 14.5.1 – Utility As-Built Requests – Utility as-built plans were requested and provided by utility companies in 2013. The Consultant shall perform a review of the as-built data received in 2013 and update project utility plans if needed. Consultant to contact each utility company and request verification of their facilities and provide updated as-built information as necessary.
  - ii. 14.5.2 – Utility Conflict Identification – Upon receipt of utility companies confirmation of facilities or updated as-built information, Consultant will identify the utilities that are in potential conflict with the project improvements and prepare a Preliminary Utility Conflict Plan that is consistent with the footprint for the Environmental Re-Evaluation Document..
  - iii. 14.5.3 – Utility Potholing – Utility potholing was performed in 2014 based on the identified potential conflicts with existing utilities and proposed project improvements. Consultant will evaluate the updated Preliminary Utility Conflict Plan and the existing pothole data from 2014 recommend any additional pothole information that will be necessary. It is assumed SBCTA will perform any additional pothole services through other contracts.
  - iv. 14.5.4 – Utility Video Inspection – Consultant to conduct a video inspection of the 42” storm drain facility that crosses the BNSF Railway Yard in a north to south alignment. Consultant to provide video data to SBCTA as reference material to the DB.
- f. 14.6 – Preliminary Drainage Report – Consultant will prepare a Preliminary Drainage Report that is consistent with the footprint for the Environmental Re-Evaluation Document and per the drainage system requirements of the City and the requirements and methodology of the San Bernardino County Flood Control District. A proposed drainage system will be designed to provide 100 year flood protection and meet stormwater quality requirements. Drainage system plan view exhibits will be prepared with preliminary pipe & inlet sizes labeled and major features labeled for inclusion in the report. This analysis and preliminary drainage system design is limited to impacts of the new bridge on its north & south sides within the City ROW. Hydrologic calculations and analysis of the project’s tributary areas will be limited to supporting the before mentioned improvements. This Drainage Report is not in support of impacts to, proposed improvements to or expansion of the BNSF rail yard.
- g. 14.7 – Draft Water Quality Management Plan - Consultant will prepare a Draft Water Quality Management Plan that is consistent with the footprint for the Environmental Re-Evaluation Document and per the requirements of the City and the

Santa Ana Regional Water Quality Control Board. The Santa Ana Watershed WQMP Template will be used and the project location evaluated to determine the pollutants of concern. Potential stormwater quality features that can be incorporated in the project drainage system design will be evaluated. The feasibility of expanding an existing infiltration basin to accommodate more stormwater will be evaluated, which is in the north east corner of the 2nd St intersection with Mt Vernon Ave. This Draft Water Quality Management Plan is not in support of impacts to, proposed improvements to or expansion of the BNSF rail yard.

#### E. TASK 15 – DESIGN BUILD SUPPORT

- a. 15.1 – Develop Technical Provisions – Consultant shall prepare necessary performance based technical provisions in support of procurement of a DB contract. Technical provisions are anticipated to cover, but not limited to, the following topics:
  - General Provisions
  - Project Management
  - Submittals
  - Project Schedule
  - Quality Program
  - Environmental
  - Utilities
  - Right-of-Way
  - Roadway
  - Pavement
  - Drainage and Stormwater
  - Geotechnical
  - Structures
  - Traffic
  - Land Surveying
  - Maintenance of Traffic
  - Aesthetics and Landscape
  - Maintenance During Construction
  - Health and Safety
- b. 15.2 – Design Build Support Services
  - i. 15.2.1 – Engineering/Design Support Services – Consultant to perform as-needed engineering and design support services at the request of SBCTA to assist in the implementation of the DB contract.
  - ii. 15.2.2 – Environmental Support Services – Consultant to perform as-needed environmental support services at the request of SBCTA to assist in the implementation of the DB contract.
- c. 15.3 – Design Build Procurement Support Services (as required)
  - i. 15.3.1 –Design Build Procurement Support Services – Consultant to perform as-needed support services at the request of SBCTA to assist in the procurement of the DB contract.

## VI. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SBCTA for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and managed by the Consultant and its subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SBCTA Director of Project Delivery, a copy of the Consultant's standard QA and QC procedures that are to be followed by the Consultant team (including subconsultants) for the project, will be submitted to SBCTA for review and approval. The standard QA and QC procedures document and any appended project-specific processes, should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SBCTA for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

### Project Introduction and Scope:

1. Project description
2. Scope of work
3. Quality objectives
4. List of deliverable documents for each milestone submittal

### Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

5. A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
6. Organization chart showing project staff and lines of QA and QC authority and communications.
7. List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.

### Quality Training:

8. Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

### Scheduling of Quality Activities:

9. Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SBCTA, City, Caltrans Reviews:

10. Formal external (SBCTA, City and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
11. Processes for SBCTA Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

12. Quality procedures related to interdisciplinary design review (IDR) process.
13. Technical review of environmental reports.

Management of Requirements:

14. The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SBCTA and local municipalities.
15. Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

16. Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
17. Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures:

18. Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include:
  - QC testing and validation of computer software used for the calculations
  - Checking of calculations and data (hand calculations and computer calculations input and output)
  - Checking of drawings and exhibits
  - Checking of specifications and contract documents
  - Checking of quantities and cost estimates
  - Review of studies or report-type documents
  - QC of CADD-produced documents
19. Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

Quality Assurance (QA) Procedures:

20. The processes for QA monitoring, surveillances, and audits of the QC activities, including when QA audits are to be conducted prior to submittals, and the QC activities and QC documentation to be audited.
21. Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

22. Quality Records list or definition.
23. Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention

requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan and/or a separate project or firm document control plan.



**Contract Summary Sheet**

**General Contract Information**

Contract No: 17-1001621 Amendment No.: \_\_\_\_\_ Vendor No.: 00285  
 Vendor/Customer Name: BNSF Sole Source?  Yes  No  
 Description: Mt Vernon Viaduct Preliminary Engineering Agreement  
 Start Date: 01/04/2018 Expiration Date: 01/04/2023 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: 16-1001511, 16-1001512

Dollar Amount			
Original Contract	\$ 500,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 500,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 500,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: Approve Agreement 17-1001621

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Dennis Saylor

Attachment: 17-1001621\_CSS\_Payable (4351 : Mt Vernon Viaduct - AECOM Design Amendment and BNSF Agreement)

**Contract Summary Sheet**

**General Contract Information**

Contract No: 17-1001621 Amendment No.: \_\_\_\_\_ Vendor No.: 00285  
 Vendor/Customer Name: BNSF Sole Source?  Yes  No  
 Description: Mt Vernon Viaduct Preliminary Engineering Agreement  
 Start Date: 01/04/2018 Expiration Date: 01/04/2023 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: 16-1001511, 16-1001512

Dollar Amount			
Original Contract	\$ 3,500,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 3,500,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 3,500,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: Approve Agreement 17-1001621

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Dennis Saylor

Attachment: 17-1001621\_CSS\_Receivable (4351 : Mt Vernon Viaduct - AECOM Design Amendment and BNSF Agreement)

## PRELIMINARY ENGINEERING AGREEMENT

BNSF Agreement No. BF-10011068  
SBCTA Contract No. 17-1001621  
City Contract No. \_\_SS04-012\_\_

This Preliminary Engineering Agreement (“**AGREEMENT**”) related to the Mount Vernon Avenue Viaduct Replacement Project over BNSF Railway Intermodal Yard Project is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and among BNSF RAILWAY COMPANY, a Delaware corporation (“**BNSF**”); CITY OF SAN BERNARDINO, a charter city and municipal corporation under the Constitution and laws of the State of California (“**CITY**”); and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (“**SBCTA**”). BNSF, CITY and SBCTA are hereinafter individually referred to as a “Party” and collectively referred to as the (“**PARTIES**”). CITY and SBCTA are hereinafter collectively referred to as the “**PUBLIC ENTITY**”.

### RECITALS

WHEREAS, the Mount Vernon Avenue Viaduct (“**VIADUCT**”) over the BNSF Railway Intermodal Yard (“**BNSF Yard**”), Main Tracks and Storage Tracks in the City of San Bernardino, California was constructed in 1934 and is an important public transportation facility, for businesses, residents, commuters and emergency services;

WHEREAS, in 1997, Caltrans inspectors determined that the VIADUCT had a sufficiency rating of less than 50 out of a possible 100. Bridges rated less than 50 are considered to be structurally deficient and functionally obsolete. In 2004 and again in 2008, temporary shoring was installed on the existing bridge as a precautionary measure. The shoring was repaired and upgraded in 2014 under a permit from BNSF which is valid for ten years. The temporary shoring restricts BNSF’s ability to maximize the utilization of the BNSF Yard;

WHEREAS, the PUBLIC ENTITY proposes to remove and replace the existing VIADUCT over the BNSF Yard, Main Tracks, and Storage Tracks, while making improvements to existing streets, storm drains, traffic signals and related work necessitated by the VIADUCT removal and replacement (hereinafter collectively referred to as the “**PROJECT**”);

WHEREAS, the PARTIES agree to efficiently and expeditiously coordinate and complete the PROJECT, in order to minimize impacts and inconvenience to the local community, to limit interference with BNSF’s operations and to restore the operation of the VIADUCT to the public.

WHEREAS, the approved Finding of No Significant Impact/Statutory Exemption (“**FONSI/SE**”) dated June 2011, identifies various mitigation measures which are intended to reduce the PROJECT’s environmental impacts, to BNSF’s operations and to reduce the duration in which the VIADUCT will be fully out of service to the community.

## DRAFT

BNSF COMMENTS 11-28-2017

WHEREAS, the PARTIES have continued to revise the PROJECT with the goal of reducing construction time and thereby reducing impacts to the businesses, residents, commuters, BNSF and emergency services, and have updated the PROJECT cost estimate to \$145 million;

WHEREAS, provided that all necessary environmental review and approvals for the PROJECT have been completed, an Overpass Construction and Maintenance Agreement (“**C&M**”) will be entered into by the PARTIES, which will provide for construction of the PROJECT, separate construction responsibilities between BNSF and SBCTA, define each PARTIES’ cost allocation for the PROJECT, provide for ownership and maintenance responsibilities upon the PROJECT’s completion, and such other matters consistent with this AGREEMENT;

WHEREAS, the purpose of the PROJECT is to provide a VIADUCT which is structurally safe and meets current seismic design and roadway standards and is consistent with current rail and mass transit operations and facility needs. The VIADUCT provides important access to businesses, residents, commuters, and emergency services, and upon environmental clearance, the PARTIES desire to implement the PROJECT as expeditiously as possible to restore this vitally important connector linking communities north and south of the railroad;

WHEREAS, the CITY applied for and obtained Federal Highway Bridge Program (“**HBP**”) Funding for the PROJECT which requires a local match that will be comprised of CITY Development Impact Fees (“**DIF**”) and SBCTA Measure I Funds. The HBP and local match funds will be used to fund the PUBLIC ENTITY share;

WHEREAS, in June of 2011, acting as the PROJECT lead agency, the CITY obtained environmental clearance from Caltrans for the VIADUCT replacement. The CITY initiated final design in May of 2013 and had progressed design to a 30 percent level;

WHEREAS, on June 9, 2016, the CITY and SBCTA executed a Memorandum of Understanding No. 16-1001476 which designated SBCTA as the lead agency for all phases of the PROJECT, including environmental, design, right-of-way and construction;

WHEREAS, on July 6, 2016, the CITY and SBCTA executed Cooperative Agreement No. 16-1001477 specific to the design, environmental clearance and right-of-way phases of the PROJECT, Project Management services and funding for these phases of the PROJECT. The Cooperative Agreement for the design and right-of-way phase defined roles and responsibilities including funding and a reevaluation of the environmental clearance; and

WHEREAS, the purpose of this AGREEMENT is to authorize BNSF to commence preliminary design engineering for railroad mitigation work associated with the PROJECT and to define BNSF’s total fixed contribution to the PROJECT (“**BNSF Contribution**”). The preliminary design engineering will include an engineer’s estimate for railroad mitigation work (“**ESTIMATE**”), which ESTIMATE will be incorporated into the C&M.

**AGREEMENT**

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by this reference.

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BNSF COMMENTS 11-28-2017

2. BNSF Contribution to the PROJECT shall be a fixed amount of Twenty-Nine Million Five Hundred Thousand and No/100 Dollars (\$29,500,000.00).
  - A. BNSF's first installment payment towards the BNSF Contribution is Three Million Five Hundred Thousand and No/Dollars (\$3,500,000), and shall be paid to SBCTA no later than 30 days after the EFFECTIVE Date of this AGREEMENT.
3. The balance of BNSF Contribution to the PROJECT will be paid to SBCTA as follows: Thirteen Million and No/Dollars (\$13,000,000) not later than sixty (60) days after the full execution of the Overpass Construction and Maintenance Agreement; and Thirteen Million and No/Dollars (\$13,000,000) not later than sixty (60) days after substantial demolition of the VIADUCT.
4. The Parties agree to work in good faith to diligently perform the PROJECT and to negotiate and execute the C&M, provided the PROJECT is environmentally cleared and the PROJECT is financially feasible. Furthermore, CITY and BNSF will act in good faith in planning and coordination to eliminate congestion of rail traffic in the area by partnering on future projects.
5. BNSF's mitigation engineering design shall be managed by BNSF which includes but is not limited to: engineering design of all BNSF buildings, structures, lighting, fencing, electrical and mechanical services, drainage, pavement, site grading, and shoofly track(s) and generating an engineering construction cost estimate for all aforementioned items.
6. BNSF will submit its railroad mitigation work engineering plans, specifications and estimates (BNSF PS&E) to SBCTA for review and comment upon completion of 30%, 60%, 90% and final BNSF PS&E. BNSF shall use best efforts to submit BNSF PS&E to SBCTA in accordance with the schedule attached hereto as Exhibit A and incorporated herein. The Parties agree to meet and confer to resolve any comments to the mutual satisfaction of the Parties.
7. The Parties agree the commencement and completion dates for the PROJECT construction work will be addressed in the Overpass C&M; however, no later than thirty (30) days prior to the Draft Request for Proposal (RFP) and updated as needed before the final RFP is released, BNSF shall provide SBCTA with Work Windows within which SBCTA's design-build contractor may perform work for inclusion in SBCTA's design-build procurement documents. The Work Windows shall include the typical duration in hours of windows, for days of the week, and seasonal differences.
8. The cost to perform the preliminary design engineering for all of the railroad mitigation work ("**COST**") is estimated to be Four Hundred Eighty-Six Thousand Five Hundred Forty-Five and No/100 Dollars (\$486,545.00), as shown on Exhibit B attached hereto and made a part hereof. COST shall not include any markups on labor or other direct costs.
9. The Parties agree that any further contribution of funds by BNSF under this AGREEMENT is contingent upon the Parties' execution of the C&M.
10. The ESTIMATE shall be incorporated into the total PROJECT estimate that will be included and be a part of the C&M. SBCTA shall have no obligation to fund any portion

## DRAFT

BNSF COMMENTS 11-28-2017

of the railroad mitigation work that exceeds the estimated amount of fifty-six million three hundred thousand dollars (\$56,300,000). The results of the preliminary engineering will be included in the Overpass C&M Agreement.

11. SBCTA agrees to reimburse BNSF for the actual COST incurred by BNSF up to the amount set forth in Exhibit B prior to the earlier of: (1) BNSF's receipt of SBCTA's written notification to BNSF to cease further preliminary design engineering due to SBCTA's determination that the PROJECT is financially infeasible or that environmental clearance issues cause the PROJECT to be unduly delayed; or (2) the execution of the C&M by the PARTIES.

During the construction of the Project, BNSF will send SBCTA progressive invoices detailing the costs of the preliminary design engineering work performed by BNSF under this Agreement with such documentation of work performed as SBCTA deems sufficient. SBCTA must reimburse BNSF for completed force-account work within thirty (30) days of SBCTA's receipt of the invoice and sufficient documentation for such work. 12. Should any non-party claims arising out of this AGREEMENT be asserted against one or more of the Parties, the Parties agree to extend the termination date of this AGREEMENT, until such time as the claims are settled, dismissed or paid. The Parties do not intend to create any third party beneficiaries hereto and expressly provide that this AGREEMENT does not create any such third party beneficiaries.

13. All signatories hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said Parties and that by executing this AGREEMENT, the Parties hereto are formally bound to this AGREEMENT.
14. Except on subjects preempted by federal law, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT. The Parties hereto agree that all actions or proceedings arising in connection with this AGREEMENT shall be tried and litigated either in the Superior Court of the State of California for the County of San Bernardino. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature.
15. Federal audit requirements (HBP Funds).
- A. If required, BNSF and SBCTA shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to COST reimbursed under this Agreement. BNSF and SBCTA shall make such materials available at their respective offices at all reasonable times during the AGREEMENT term and for three years from the date of the final BNSF invoice under this AGREEMENT. The state, State Auditor, SBCTA, FHWA, or any duly authorized representative of the federal government shall have access to any such materials that are pertinent to the COST for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any COST for which BNSF has received reimbursement from SBCTA that is determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Part 31 is subject to repayment by BNSF to SBCTA.

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BNSF COMMENTS 11-28-2017

16. If any clause or provision of this AGREEMENT is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this AGREEMENT and the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
17. This AGREEMENT cannot be amended or modified in any way except in writing, signed by all Parties hereto.
18. Neither this AGREEMENT, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by any Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
19. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
20. It is mutually understood that this AGREEMENT does not obligate the PROJECT to be constructed or in any way limit any Party's discretion to comment on, approve or disapprove any additional environmental documentation which may be required either under the California Environmental Quality Act or the National Environmental Protection Act whether as a lead agency, responsible agency or interested party. Should such additional environmental documentation not be approved, in any Party's sole and absolute discretion, the Parties shall have no obligation to any other Party to enter into the C&M.
21. In the event of litigation arising from this AGREEMENT, each Party to this AGREEMENT shall bear its own costs, including attorney(s) fees.
22. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
23. The Parties agree to commence negotiation of the C&M upon the EFFECTIVE date. The Parties understand that if environmental documentation of the PROJECT is approved, it is in the best interests of the public for SBCTA to award a design-build contract as soon as feasible after environmental approval of the PROJECT, and that the C&M must be in effect before the design-build contract is awarded. The Parties shall negotiate diligently and in good faith the terms of the C&M to completion consistent with the following concepts and terms:
  - a. The Parties anticipate that the VIADUCT plans will not be finalized when the C&M is entered into, and that certain terms of the C&M relating to the VIADUCT plans will be added by addendum to the C&M.
  - b. BNSF agrees that Public Entities' commitment to complete the PROJECT consistent with this AGREEMENT's concepts is adequate and full consideration for and is final settlement of the PROJECT's impacts upon BNSF's property and business.
  - c. The C&M will address future project phases beyond preliminary engineering.

## DRAFT

BNSF COMMENTS 11-28-2017

- d. The C&M will include federal audit, invoicing, records retention and other requirements associated with the PROJECT's receipt of HPB funding.
24. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier to the relevant party at the address stated below:

BNSF: French Thompson  
 Director of BNSF Public Projects  
 2650 Lou Menk Dr. OOB 3rd Floor  
 Fort Worth, TX 76131  
 Telephone: 817-352-1549

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

CITY: Saba Engineer  
 Acting Deputy Dir. of Public Works/City Engineer  
 290 North "D" Street,  
 San Bernardino, CA 92401  
 Telephone: (909) 384-5284

IN WITNESS THEREOF, this AGREEMENT has been executed by the Parties hereto and is effective ("**EFFECTIVE**") on the date signed by the last Party.

SIGNATURES ON FOLLOWING PAGES:



DRAFT  
BNSF COMMENTS 11-28-2017

**BNSF RAILWAY COMPANY**  
**SIGNATURE PAGE**

**BNSF RAILWAY COMPANY**

By: \_\_\_\_\_

Name

Title:

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

Attachment: 17-1001621 and BF10011068 BNSF PE Agreement [Revision 1] (4351 : Mt Vernon Viaduct - AECOM Design Amendment and BNSF

DRAFT  
BNSF COMMENTS 11-28-2017

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**SIGNATURE PAGE**

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

By: \_\_\_\_\_  
Alan D. Wapner  
President, Board of Directors

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

Attachment: 17-1001621 and BF10011068 BNSF PE Agreement [Revision 1] (4351 : Mt Vernon Viaduct - AECOM Design Amendment and BNSF

CITY OF SAN BERNARDINO  
SIGNATURE PAGE

CITY OF SAN BERNARDINO

By: \_\_\_\_\_  
Andrea M. Miller  
City Manager

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary D. Saenz  
City Attorney

ATTEST:

\_\_\_\_\_  
Georgeann Hanna, CMC, City Clerk

**EXHIBIT A  
BNSF PS&E SUBMITTAL SCHEDULE**

<u>Percentage Complete</u>	<u>Months after Agreement Effective Date</u>
30%:	5 months
60%:	7 months
90%:	8.5 months
100%:	9 months
Bid Docs:	9.5 months

Attachment: 17-1001621 and BF10011068 BNSF PE Agreement [Revision 1] (4351 : Mt Vernon Viaduct - AECOM Design Amendment and BNSF

**EXHIBIT B  
RAILROAD MITIGATION WORK  
PRELIMINARY DESIGN ENGINEERING COST**

**BNSF-Mount Vernon Bridge Replacement Project  
Wilson & Company Cost Proposal - April 19, 2017**

**Engineering Estimate**

Project Management	\$33,278
Civil Track	\$77,955
Parking Lot	\$65,904
Architecture	\$69,180
Electrical	\$114,554
Mechanical	\$84,622
Structural	\$8,872
Survey	\$14,000
Geotechnical	\$18,180

Total Engineering Design Fee **\$486,545**

## ***Minute Action***

AGENDA ITEM: 13

***Date:*** January 4, 2018

***Subject:***

I-10 Mount Vernon Interchange - Request for Proposals: Environmental, Design and Right of Way Services

***Recommendation:***

That the Board, acting as the San Bernardino County Transportation Authority:

Authorize release of Request for Proposals No. 18-1001869 for Engineering and Environmental services for the Project Approval and Environmental Document (PA/ED) and Plans, Specifications and Estimates (PS&E) phases for the Interstate 10 (I-10) Mt. Vernon Interchange Project in the City of Colton.

***Background:***

The I-10 Mount Vernon Avenue Interchange Project in the City of Colton is ranked number 8 on the interchange priority list. In February 2016, San Bernardino County Transportation Authority (SBCTA) entered into agreements with Caltrans and the City of Colton to initiate the project and define roles and responsibilities. SBCTA awarded a contract for development of a Project Study Report/Project Development Support (PSR-PDS) document at the July 6, 2016 Board meeting.

The current PSR-PDS which provides conceptual engineering to confirm the scope and rough project cost estimate will be completed in early 2018. Starting the procurement process now for the next project phases will minimize delays to the overall project delivery. Cooperative agreements for the next project phases with Caltrans and the City of Colton will be submitted to the Board for approval prior to executing any consultant agreement from this procurement. Approval of this agenda item will allow issuing a Request for Proposals (RFP) now with the goal of awarding a contract for the next project phases by Spring 2018.

The RFP will request design services for preliminary engineering, environmental document preparation, final design, and right of way engineering. The end result of this work will be a PS&E package that would be ready to advertise for construction. Staff is requesting that the Board authorize the release of RFP 18-1001869 to solicit proposals for environmental and design engineering services for the project.

***Financial Impact:***

This item is consistent with the Fiscal Year 2017/2018 Budget under Task No. 0830 Interchange Projects, Sub-Task 898 I-10 Mt Vernon Avenue Interchange.

***Reviewed By:***

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item and draft Scope of Work.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item  
January 4, 2018  
Page 2

***Responsible Staff:***

Paula Beauchamp, Director of Project Delivery

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Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

## ATTACHMENT A - SCOPE OF WORK

### RFP No. 18-1001869

San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the development of a Project Report (PR), Environmental Document (ED), and Plans, Specifications and Estimate (PS&E) for the Interstate 10 (I-10) Mt Vernon Avenue Interchange Project (“Project”) in the City of Colton (EA 1G800). SBCTA Sales Tax Measure I Funds, and City Funds may be used to cover the cost of the preparation of the PR, ED, PS&E and Construction phase.

The I-10 Mt Vernon Avenue Interchange is located along I-10 at Postmile 22.8, approximately 1.4 miles west of the I-10/I-215/ Interchange. The project improvements include replacing the existing 4 lane Mt. Vernon Avenue overcrossing bridge structure with a 6 lane bridge replacement structure. The project also addresses bicycle and pedestrian modes of travel. Specifically, it upgrades bicycle access from Class 3 to Class 2 by use of a striped bicycle lane on the overcrossing, along with a wider raised sidewalk for pedestrian access. It also addresses ADA access with up-to-date curb ramps, crossing activators and tactile sensors.

Preliminary Engineering Services as part of the preparation of the PR are anticipated to include preliminary engineering, preparation the Geometric Approval Drawings (GAD), and preparation of various engineering reports.

Caltrans will be the lead agency for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Prior to initiation of the environmental studies, scoping and early analysis of build alternatives and refinement of the purpose and need of the project will be required.

After environmental approval, the PS&E phase will commence. PS&E services include Right-of-Way (ROW) and construction management support.

#### **I. APPLICABLE STANDARDS**

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

#### **II. GENERAL DESCRIPTION OF REQUIRED SERVICES**

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PR, ED, and PS&E.



- C. The deliverables list for the PR, ED and PS&E will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. The design will be prepared in English units.
- H. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- I. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- J. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information.
- K. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California and Local Building Codes* within the project limits. In accordance with 28 CFR Sec. 35.151, curbs and ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.
- L. 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. One build and one no-build alternative will be evaluated in the PR and ED to address the operational deficiencies of the Project.
- B. There will be three meetings per month 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 peer review and two Caltrans reviews for each major deliverable. Twenty (20) hard copies are assumed for each major deliverable.
- E. The NEPA Environmental Document is assumed to be a Categorical Exclusion (CE). The CEQA Environmental Document is assumed to be a Initial Study/Mitigated Negative Declaration (IS/MND).
- F. Public outreach efforts will support a public hearing during the environmental document phase as well as support of such public meetings or presentations that may be required during the course of the project.

### IV. SUMMARY OF TASKS REQUIRED PER CALTRANS WORK BREAKDOWN STRUCTURE

#### Task 100 Project Management

#### SCOPE OF SERVICES

Following the selection of a consultant, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), and cost and schedule templates for the preparation of the cost proposal and schedule.

#### TASK 2.100.10 - PROJECT MANAGEMENT

#### 2.100.10 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*

### **2.100.10-1 Coordination and Meetings**

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

*Deliverables:*

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

### **2.100.10-2 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 hard copies and electronic format.

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

*Deliverables:*

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

## **TASK 2.160 – PRELIMINARY ENGINEERING STUDIES & PROJECT REPORT**

### **Task 2.160.05 Review Updated Project Information**

CONSULTANT shall request, collect, assemble, and review all 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*

### **Task 2.160.10 Engineering Studies**

CONSULTANT shall perform all 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 performed 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 any right of entry permits required for field work.

#### **Task 2.160.10-1 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 Report*

#### **Task 2.160.10-2 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:*

- *Hydrology Report*
- *Storm Water Data Report*

#### **Task 2.160.10-3 Right of Way 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*

### **Task 2.160.10-4 Preliminary Materials Report**

CONSULTANT shall prepare a 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:*

- *Materials Report*
- *Pavement Life Cycle Cost Analysis*

### **Task 2.160.15 Draft Project Report**

CONSULTANT shall prepare a 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 shall be closely coordinated with the SBCTA Project Manager and designee to confirm acceptability by the SBCTA.

*Deliverables:*

- *Draft Project Report*

### **Task 2.160.45 GADs, Base Maps and Plan Sheets for PA&ED Development**

CONSULTANT shall prepare the geometric approval drawings (GADs) for the locally 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:*

- *GADs*

## **TASK 2.165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT**

### **Task 2.165.10 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. All environmental studies performed and reports prepared shall meet Caltrans requirements according to the Standard Environmental Reference site (SER) and other pertinent Caltrans guidance.

CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

### **Task 2.160.10-2 Visual Impact Analysis**

CONSULTANT shall perform a visual impact analysis and prepare a visual impact analysis report which will be referenced in the environmental document. Up to two visual simulations are anticipated for this project. This task may include coordination with local agencies, citizens groups, and business groups related to community design and scenic issues. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

*Deliverables:*

- *Visual Impact Analysis Report*

### **Task 2.160.10-3 Noise Study**

CONSULTANT shall perform noise studies to assess potential noise impacts to adjacent sensitive receptors. This task shall include identification of sensitive receptors, collection of pertinent noise data and other relevant information such as local noise ordinance requirements, perform noise modeling, and preparation of a Noise Study Report. If there are no sensitive receivers that could be affected by traffic related noise as part of the project, CONSULTANT shall prepare a brief noise technical memorandum that will be referenced in the environmental document.

*Deliverables:*

- *Noise Study Report*

### **Task 2.160.10-4 Air Quality Study**

CONSULTANT shall perform air quality studies to assess potential air quality impacts. This task shall include identification of sensitive receptors, collection of pertinent air quality data, perform micro-scale modeling to predict future pollutant concentrations with the no-build and build alternatives, verification of Federal Clean Air Act conformity status of the project, coordination with regional and air quality agencies to obtain concurrence in the conformity status of the project, and preparation of an Air Quality Study Report. If necessary, CONSULTANT may prepare an Air Quality Conformity Report.

*Deliverables:*

- *Air Quality Study Report*

### **Task 2.160.10-5 Paleontology Study**

CONSULTANT shall perform a paleontology study to identify and evaluate potential impacts to paleontological resources in the project area. This task shall include an assessment of the project area's potential to contain significant paleontological resource through literature search of paleontological resources in the region, if necessary,

consultation with paleontologists with expertise in the region, and preparation of a Paleontological Identification Report (PIR). If necessary, CONSULTANT may prepare a Paleontological Evaluation Report (PER) and a Paleontological Monitoring Plan (PMP).

*Deliverables:*

- *Paleontological Identification Report*

### **Task 2.160.10-6 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.

*Deliverables:*

- *Initial Site Assessment Report*

### **Task 2.160.15 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.

### **Task 2.160.15-1 Natural Environment Study**

CONSULTANT shall perform a general biological study to identify biological resources that could be affected by the project. This task shall include a literature search, interagency coordination with the appropriate agencies, field studies, and preparation of a Natural Environment Study (NES) report. Biological studies shall address natural communities and habitat, plant and animal species, and federally and state listed species. If necessary, 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.

*Deliverables:*

- *Natural Environment Study Report*

### **Task 2.160.20 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. This task shall include preparation of an Area of Potential Effects (APE) map, archaeological resources studies, assessment of the built environment, Native American consultation, and preparation of a Historic Properties Survey Report (HPSR). All cultural 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.

*Deliverables:*

- *Historic Resources Compliance Report*

**Task 2.165.25 Environmental Document**

**Task 2.165.25-2 Public Outreach**

CONSULTANT shall provide Public Outreach services and shall take the lead in providing the public notice about the project and coordinating public meetings if necessary. 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 meeting. Public Outreach shall be performed in consultation with the SBCTA Project Manager or designee and the SBCTA's Public Information Officer (PIO).

*Deliverables:*

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

**TASK 2.170 – PERMITS & AGREEMENTS**

**Task 2.170.05 Determine Required Permits & Task 2.170.10 Obtain Permits**

CONSULTANT shall perform work to identify and obtain all necessary permits and agreements needed for project construction. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identify funds necessary for the permit application, and submitting the permit. CONSULTANT is responsible for identifying and obtaining all permits that are required to complete the project construction. Discussions and negotiations with permitting agencies shall only be performed in consultation with the SBCTA Project Manager or designee.

*Deliverables:*

- *Various Construction Permits*

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

**Task 2.180.05 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*

### **TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS**

#### **Task 3.185-1 Mapping and Surveys**

CONSULTANT shall perform survey control work and engineering surveys necessary to produce the mapping for final design. CONSULTANT shall perform the necessary work to establish the project design file and CADD base maps. CONSULTANT will be responsible for obtaining as-built maps, record of surveys, topographic data, aerial mapping, and maps and plans of major utilities and proposed utilities within the project area. CONSULTANT will be responsible for obtaining any right of entry permits required for field survey work.

*Deliverables:*

- *Design Base Maps*

#### **Task 3.185-2 Right Of Way Requirements**

CONSULTANT shall perform the work necessary to determine the right of way needs and prepare maps for use in the Right Of Way (ROW) process. Work would include identifying the need for new ROW, permanent easements, and temporary construction easements. This task includes determination of potential utility conflicts and consultation with affected agencies.

*Deliverables:*

- *ROW Requirements Map*
- *Utility Conflicts Map*

### **TASK 3.230 – PREPARE DRAFT PLANS, SPECIFICATIONS & ESTIMATE (PS&E)**

#### **Task 3.230-1 Draft Plans**

CONSULTANT shall prepare the Roadway Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- |  |                                     |
|--|-------------------------------------|
| - Title Sheet                            | - Typical Cross Sections            |
| - Roadway/Geometric Layouts              | - Profile and Superelevation Sheets |
| - Construction Details                   | - Contour Grading Plans             |
| - Summary of Quantities                  | - Stage Construction Plans          |
| - Traffic Handling Plans                 | - Highway Planting Plans            |
| - Utility & Utility Relocation Plans     | - Drainage Plans                    |
| - Signing and Pavement Delineation Plans | - Electrical Plans                  |

Preparation of the roadway plans shall be consistent with Caltrans design standards to the greatest extent feasible. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

*Deliverables:*

- 65% Plans
- 95% Plans

Task 3.230-2 Draft Specifications and Quantities and Estimates

CONSULTANT shall prepare the Specifications and Special Provisions and PS&E Quantities and Estimates for the project following the Caltrans Standard Specifications. CONSULTANT shall notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

*Deliverables:*

- *Draft Standard Special Provisions*

**TASK 3.255 – PREPARE FINAL PS&E PACKAGE**

Task 3.225-1 Final PS&E Package

This task includes the distribution of the draft final combined PS&E package for final review by the Caltrans, the SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. Under this task, CONSULTANT shall perform an internal QA/QC plans check and review and shall submit the final combined PS&E package to an independent reviewer, which shall be provided by the CONSULTANT. The independent reviewer shall be a registered Professional Engineer in the State of California and shall certify the quality of the package and that the plans are constructible. The independent reviewer shall submit a stamped report to the SBCTA summarizing its review and certifying the constructability of the plans and that the final combined PS&E package is biddable. CONSULTANT will be responsible for completion of the draft final combined PS&E package in a manner where there is sufficient time to address comments during the independent review and finalize the PS&E package within the project schedule. CONSULTANT will be responsible for the constructability of the project.

*Deliverables:*

- *Final Combined PS&E Package*
- *Independent Constructability and Ready-to-Bid Certification*

Task 3.225-2 Resident Engineer File and Supplemental Materials

CONSULTANT shall be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include the following:

- Geotechnical Information Handout
- Construction Staking Package and Control
- Grid Grades
- Materials Information Handout
- Project Controls for Construction
- Construction Permits

*Deliverables:*

- *Pending Resident Engineer File*
- *Supplemental PS&E Materials*

### **TASK 3.260 – PREPARE CONTRACT BID DOCUMENTS**

#### **Task 3.260-1 Draft Contract**

CONSULTANT shall assist the SBCTA in the preparation of the Construction Contract Bid Documents. Under this task, the CONSULTANT shall develop a draft contract, which shall be consistent with Caltrans standards. Draft contract shall include the plans, specifications, special provisions, applicable Federal, state and local laws, regulations, and requirements and item codes. All contract pay items shall utilize the Basic Engineering Estimate System (BEES) coding.

*Deliverables:*

- *Draft Construction Contract Package*

### **TASK 3.270 – CONSTRUCTION ENGINEERING – TECHNICAL SUPPORT**

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at pre-work conferences, on-site construction support and RE pending file review.

### **TASK 3.295 – ACCEPT CONTRACT/PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT**

Work involved in the acceptance and final documentation of a construction contract.

Work involved includes coordination with the construction manager and/or Resident Engineer to develop as-built plans in accordance with Caltrans and the City Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (and CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SBCTA, Caltrans and the Cities.

**Deliverables:**

- Red line construction package
- As-Built construction package
- Electronic and hardcopy submittal for Caltrans and City records

## **TASK 4.200 - Utility Relocation**

This task identifies Utility services to be provided. Services include the following activities.

### **Existing Utility Research:**

- Informally Collect Existing As-Builts and Record Drawings
- Create Base Maps with Existing Utilities (from research)
- Prepare, distribute and collect responses for Utility Verification Letters and Utilities on Structures Information (13-EX10 and 13-EX-8, respectively)
- Update Existing Utilities on Base maps
- Identify Potential Utility Conflicts

### **Utility Potholing:**

- Develop Utility Pothole Plan (Conflicts and High and Low Risk Protocol)
- Request/Assign Parcel Numbers for Potholes
- Prepare, distribute and coordinate Letters to Owner Requesting Positive Identification (13-EX-13)
- State and Local Encroachment Permits for Potholing
- Perform Existing Utility Potholing
- Survey Utility Potholes
- Plot Pothole Data on Base Maps and Adjust Linework

### **Utility Relocation:**

- Relocation Claim Letter (13-EX-9)
- Liability/Prior Rights Claim Determination [except for final legal review by SBCTA as required]
- Utility Relocation Designs/Plans [by Utility Owners]
- Certification of “No Conflicts” on Utility Relocation Designs/Plans
- Caltrans Utility Exception Letters
- “No Conflicts” Letter to Owner (13-EX-11)
- Notice to Owner to Relocate (13-EX-13)
- Reports of Investigation (ROIs)
- Utility Agreements [except for final legal review and execution by SBCTA as required]

### **Utility Coordination:**

- Utility Coordination Progress Matrix
- Right of Way File Diary (13-EX-2)

## **TASK - 4.220 Right of Way Engineering**

SBCTA will provide Right of Way Acquisition. This task identifies Right of Way support services. Services include Right of Way Engineering work in advance of Appraisal and Acquisition activities.

**Land Net Survey, Maps and Documents:** Search, recover, describe, and tie-in existing controlling land survey monuments, followed by observation adjustment and calculating coordinates. The Land-Net Map depicts the condition of existing property ownership boundaries, lines, and monuments (Land Net). Effort entails completion of work activities required to analyze, determine, and delineate a single Land Net that encompasses the whole project.

**Right of Way Requirement Maps:** Prepare ROW Requirement Maps that include the certification of the sufficiency of the right of way by designers prior to finalizing the appraisal maps. Includes identifying the need for new right of way, permanent easements, and temporary construction easements. Includes coordination with affected agencies to determine right of way impacts. This includes incorporation of utility right of way needs. Develop utility maps to avoid utility relocation where possible.

**Appraisal Maps:** Calculation and delineation of all new parcels and sub-parcels, using the Land Net Map.

### **Field Located Right of Way:**

- **Flagged Right of Way:** Provide temporary and approximate marking of the right of way. Used for the purpose of appraisal, acquisition, disposal of land, or utility relocation planning and estimating.
- **Staked Right of Way:** Provide a permanent and accurate marking of the right of way. Used to provide a durable visible location of a right of way feature and its angle points.

**Support SBCTA ROW Efforts:** To secure deeds, legal descriptions, Resolutions of Necessity, Director's Deeds and Plats, Utility Deeds and Plats.

### **Deliverables:**

- Land Net Survey, Maps and Documents
- Right of Way Requirement Maps
- Appraisal Maps
- Plats and Legals
- Order Title Reports [by SBCTA]
- Field Located Right of Way
  - Flagged Right of Way
  - Staked Right of Way
- Support SBCTA ROW efforts

## **V. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS**

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence

that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SBCTA for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and managed by the Consultant and its subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SBCTA Director of Project Delivery, a copy of the Consultant's standard QA and QC procedures that are to be followed by the Consultant team (including subconsultants) for the project, will be submitted to SBCTA for review and approval. The standard QA and QC procedures document and any appended project-specific processes, should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SBCTA for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

Project Introduction and Scope:

1. Project description
2. Scope of work
3. Quality objectives
4. List of deliverable documents for each milestone submittal

Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

5. A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
6. Organization chart showing project staff and lines of QA and QC authority and communications.
7. List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.

Quality Training:

8. Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

Scheduling of Quality Activities:

9. Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SBCTA, Caltrans Reviews:

10. Formal external (SBCTA and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
11. Processes for SBCTA Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

12. Quality procedures related to interdisciplinary design review (IDR) process.
13. Technical review of environmental reports.

Management of Requirements:

14. The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SBCTA and local municipalities.
15. Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

16. Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
17. Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures:

18. Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include:
  - QC testing and validation of computer software used for the calculations
  - Checking of calculations and data (hand calculations and computer calculations input and output)
  - Checking of drawings and exhibits
  - Checking of specifications and contract documents
  - Checking of quantities and cost estimates
  - Review of studies or report-type documents
  - QC of CADD-produced documents
19. Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

Quality Assurance (QA) Procedures:

20. The processes for QA monitoring, surveillances, and audits of the QC activities, including when QA audits are to be conducted prior to submittals, and the QC activities and QC documentation to be audited.
21. Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

22. Quality Records list or definition.
23. Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan and/or a separate project or firm document control plan.



## *Minute Action*

AGENDA ITEM: 14

**Date:** *January 4, 2018*

**Subject:**

SR-210 Lane Addition and Base Line Interchange - Caltrans PS&E Cooperative Agreement Amendment, AECOM PS&E Amendment, Caltrans Construction Cooperative Agreement, and Construction Management RFP

**Recommendation:**

That the Board, acting as the San Bernardino County Transportation Authority:

- A. Approve Amendment No. 1 to Cooperative Agreement No. 15-1001230 (08-1611 A/1) with the California Department of Transportation (Caltrans) for Plans, Specifications and Estimate (PS&E) Oversight of the State Route 210 (SR-210) Lane Addition and Baseline Interchange (IC) project to add Pavement Rehabilitation Project EA 08-1J060 and \$3,375,000 of State Highway Operations and Protection Program (SHOPP) funds; and
- B. Approve Amendment No. 1 to Contract No. 15-1001231 with AECOM for PS&E, Right of Way and Construction Support Design Services for the SR-210 Lane Addition, Pavement Rehabilitation and Baseline IC project and to increase the contract value by \$3,298,940.94 for a new not to exceed amount of \$13,681,417.50, totaling \$14,719,663.00 including contingency; and
- C. Approve Cooperative Agreement 17-1001722 (08-1646) with Caltrans for Construction Oversight of the SR-210 Lane Addition, Pavement Rehabilitation and Baseline IC project and to include \$38,746,000 of SHOPP funds for pavement rehabilitation; and
- D. Authorize the release of Request for Proposal (RFP) No. 17-1001681 for Construction Management Services for the SR-210 Lane Addition, Pavement Rehabilitation and Baseline IC project; and
- E. Approve amendment to the Fiscal Year 2017/2018 budget to add in \$3,298,941 in SHOPP funds for the additional Pavement Rehabilitation work.

**Background:**

The SR-210 Lane Addition project proposes to improve SR-210 within the cities of Highland, Redlands, San Bernardino and unincorporated sections of San Bernardino County. The proposed gap closure improvements include the addition of one mixed flow lane in each direction within the median of SR-210 generally between Highland Avenue in San Bernardino and San Bernardino Avenue in Redlands. The SR-210 Base Line Interchange project is the second highest priority in the Measure I 2010-2040 Freeway Interchange Program and lies within the limits of the SR-210 Lane Addition project. The SR-210 Base Line Interchange project, in the City of Highland, includes widening of the Base Line overcrossing at the SR-210 along with additional ramp widening improvements for the northbound on-ramp, northbound off-ramp and southbound on-ramps.

*Entity: San Bernardino County Transportation Authority*

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On December 2, 2015, the Board approved Cooperative Agreement No. 15-1001230 with California Department of Transportation (Caltrans) for the SR-210 Lane Addition and SR-210 Base Line Interchange Projects defining roles, responsibilities, and funding associated with the design and right-of-way phases, specifying San Bernardino County Transportation Authority (SBCTA) as the lead agency for project administration and funding. The Board also approved Amended and Restated Cooperative Agreement No. C13027 with the City of Highland for the delivery of the Planning, Environmental and Design phases of the SR-210 Base Line Interchange Project.

On June 1, 2016, the Board awarded Contract No. 15-1001231 with AECOM Technical Services for the preparation of Plans, Specifications and Estimate (PS&E), Right of Way (ROW) Engineering Services and Construction Support Services for the SR-210 Lane Addition and Base Line Interchange Projects. The project is currently in the PS&E and ROW phase with an anticipated Ready to List (RTL) scheduled for late summer 2018.

In the spring of 2017, Caltrans identified Pavement Rehabilitation Project (Rehab) EA 1J060, as a project to be combined with the SR-210 Lane Addition Project, because it falls within the same project limits and there was potential SHOPP and SB 1 funding available for this work. After several months of study and discussion, it was determined that the projects could feasibly be combined pending resolution of cost, funding and schedule impacts. SBCTA and Caltrans jointly developed cost estimates for design and construction to add the Rehab Project into the existing SBCTA project. Caltrans agreed to fully fund the Rehab Project through SB 1 and/or SHOPP funds, \$3.375 million for design and \$38.746 million for construction were programmed at the California Transportation Commission (CTC) meeting in October 2017 for the Rehab Project. In addition, design funding was allocated at this meeting. Once funds are allocated, they are available for utilization by the Local Agency upon execution of a cooperative agreement. Since these funds have been programmed, the following recommendations will allow integration of the projects to occur and for the combined project to move forward. There are no additional costs to SBCTA anticipated with these recommendations; however, it is anticipated that the RTL date will potentially be delayed by about six months.

**Recommendation A:**

On December 2, 2015, the SBCTA Board approved Cooperative Agreement No. 15-1001230 (08-1611) with Caltrans for the SR-210 Lane Addition and SR-210 Base Line Street IC project for the design and right of way work. An amendment to this agreement is now required to add in the additional State funding for the Rehab Project. This amendment is to add contributing SHOPP funds in the amount of \$3,375,000 to complete the PS&E and ROW phases of the combined projects, adding in the Rehab Project work.

**Recommendation B:**

This recommendation requests approval of an amendment to SBCTA's design contract 15-1001231 with AECOM to include the additional scope of the Rehab Project. This amendment will increase the existing contract by \$3,298,940.94 to a new total contract amount of \$13,681,417.50 and \$14,719,663.00 including contingency. The contract increase will be funded by the State allocated funds.

**Recommendation C:**

Caltrans has programmed funding for the construction phase of the project to add in the estimated costs for the Rehab Project. This Construction Cooperative Agreement 17-1001722 (08-1646) with Caltrans defines the roles and responsibilities and documents the funding plan for the project. SBCTA will be the lead agency for construction. Approval of this agreement is needed for allocation of the balance of the Rehab Project programmed funding. The balance of the funding for the combined project utilizes Measure I freeway funding and State Transportation Improvement Program (STIP) funds.

**Recommendation D:**

As the project moves forward towards completion of the design of the combined project, SBCTA typically engages the services of a construction management (CM) consultant as the design is nearing 95% completion. This allows for constructability reviews prior to completion of the PS&E package and prior to advertisement for construction and allows for incorporation of comments from the CM into the final bid package. Staff is requesting authorization from the Board to solicit a CM services consultant. Procurement activities will begin after approval of this agenda item and a future recommendation for award of this contract would be anticipated to be brought to the Board to award the contract in Spring 2018. Staff is requesting authorization to release RFP 17-1001681 for Construction Management Services for the SR-210 Lane Addition, Pavement Rehab and Baseline IC Project.

**Recommendation E:**

Caltrans is contributing up to \$3,375,000 in SHOPP funds to incorporate the rehab work into the project design. Currently there are no SHOPP funds budgeted on this project or any other projects. Therefore, An amendment is required to the Fiscal Year 2017/2018 budget to add in the SHOPP funding anticipated to be used in the current fiscal year.

Staff recommends approval of all five recommendations.

**Financial Impact:**

This item is not consistent with the approved Fiscal Year 2017/2018 budget under Task No. 0820 Freeway Projects, Sub-task No. 0887 State Route 210 Lane Addition so a budget amendment to add \$3,298,941 in SHOPP funds is being requested as part of this agenda item.

**Reviewed By:**

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017. SBCTA General Counsel and Procurement Manager have reviewed this item, the draft amendments, draft cooperative agreement and draft RFP.

**Responsible Staff:**

Paula Beauchamp, Director of Project Delivery

Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 15-1001230 Amendment No.: 1 Vendor No.: 00450  
 Vendor/Customer Name: California Dept of Transportation Sole Source?  Yes  No  
 Description: 210 Lane Addition & Base Line Interchange - PSE/ROW Cooperative Agreement  
 Start Date: 11/04/2015 Expiration Date: 12/31/20 (TBD) Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: C12148 / C13114

Dollar Amount			
Original Contract	\$ -	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	
Current Amendment	\$ 3,375,000.00	Contingency Amendment	
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 3,375,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 3,375,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: Approve Agreement 15-1001230 Amendment 1

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Juan Lizarde

Attachment: 15-1001230\_A1\_CSS (4348 : SR-210 Lane Addition - PS&E Amendments, Construction Coop & CM RFP)

## **AMENDMENT NO. 1 TO AGREEMENT 1611 draft**

THIS Amendment No. 1 to Agreement (AMENDMENT), entered into and effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

San Bernardino County Transportation Authority (SBCTA), a public agency, and successor in interest to San Bernardino County Transportation Commission (SANBAG).

### **RECITALS**

1. CALTRANS and SANBAG, collectively referred to as PARTNERS, entered into Agreement No. 08-1611 (AGREEMENT) on December 28, 2015, defining the terms and conditions to *add one mixed flow lane to State Route 210 in each direction from Highland Avenue to San Bernardino Avenue (Redlands) and include auxiliary lanes between Base Line Avenue and 5th Street, an acceleration lane at 5th Street E/B on ramp, and a deceleration lane at Highland Avenue E/B off ramp. At State Route 210/Base Line IC: Reconstruct/widen Base Line between Church Avenue and Boulder Avenue from 4 to 6 through lanes and extend left turn lanes, widen ramps-W/B exit 1 to 3 lanes, and W/B & E/B entrances 1 to 3 lanes, and will be referred to as PROJECT.*
2. PARTNERS now seek to amend this AGREEMENT for the following reasons:
  - A. To add and identify BETTERMENTS.
  - B. To add State Highway Operations and Protection Program (SHOPP) funds to the PS&E phase of PROJECT for BETTERMENTS.
  - C. To document the transfer of SANBAG's roles under this AGREEMENT to SBCTA by operation of law pursuant to Senate Bill 1305 effective January 1, 2017. SBCTA shall deemed to be the successor to the powers, duties, revenues, debts, obligations, liabilities, immunities, and exemptions of SANBAG, expressed or implied under the AGREEMENT. Any reference to PARTNERS would henceforth refer to CALTRANS and SBCTA, and any reference to SANBAG shall mean SBCTA.

**IT IS THEREFORE MUTUALLY AGREED:**

3. BETTERMENTS are defined as rehabilitation of all existing lanes on SR 210 from Sterling Avenue to Lugonia Avenue *in the cities of San Bernardino, Highland and Redlands from Highland Avenue to San Bernardino Avenue* (EA 1J060).
4. Parties agree to incorporate into the PROJECT, CALTRANS' requested BETTERMENTS. The cost of the BETTERMENTS shall be borne in their entirety by CALTRANS and paid in accordance with the provisions of this article. CALTRANS acknowledges the potentially negative impact of changes occurring during construction and shall endeavor to minimize any BETTERMENTS requests.
  - a. The cost of the BETTERMENTS shall be the agreed upon amount set forth in Funding Summary No. 1. The foregoing amount shall constitute full payment for all PS&E performed by SBCTA, its consultants, and/or contractor. The amount of the BETTERMENTS shall only be changed if a material change in the BETTERMENTS is requested by CALTRANS, or if the contractor is entitled to a change order under the "Changes of Work" clause of the CONTRACT DOCUMENTS. CALTRANS shall be afforded the opportunity to inspect, review and participate in any change order discussions directly impacting the BETTERMENTS.
  - b. In the event CALTRANS requests additional BETTERMENTS for incorporation into the PROJECT after execution of this Agreement and SBCTA agrees to incorporate such BETTERMENTS into the PROJECT, CALTRANS shall be solely responsible for all costs and expenses agreed to at time of execution of contract change order for such BETTERMENTS.
5. The project funding is not subject to local assistance procurement procedures. SHOPP funds will be reimbursed through CALTRANS capital project management.
6. CALTRANS is a FUNDING PARTY for the PS&E PROJECT COMPONENT for BETTERMENTS.
7. CALTRANS is responsible for one hundred percent (100%) of all PS&E PROJECT COMPONENT costs incurred by SBCTA due to BETTERMENTS. CALTRANS shall reimburse SBCTA for any and all such costs from SBCTA not to exceed \$3,375,000.
8. Should the cost for the BETTERMENTS increase beyond the \$3,375,000 amount in this AGREEMENT, PARTIES agree to work together for a solution and to amend the AGREEMENT, if necessary.
9. CALTRANS will contribute State SHOPP funds for payment toward the anticipated BETTERMENTS costs.

10. A revised FUNDING SUMMARY NO. 02 is attached and made a part of the AGREEMENT. Any reference to the FUNDING SUMMARY NO. 01 in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY NO. 02 attached herein.
11. Any reference in the AGREEMENT to SANBAG shall mean SBCTA.
12. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
13. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

Attachment: CT 1611 A-1 (15-1001230) Amend 01\_revised [Revision 1] (4348 : SR-210 Lane Addition - PS&E Amendments, Construction Coop &

**AMENDMENT NO. 08-1611, FS AMENDMENT NO. 611 A/1**  
**FUNDING SUMMARY NO. 02**

PARTIES, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing Funding Summary No. 01 in its entirety with Funding Summary No. 02.

Funding Summary No. 02 is for CALTRANS to add SHOPP funds of \$3,375,000 from Project EA 1J060.

<b><u>FUNDING TABLE</u></b>						
<b><u>IMPLEMENTING AGENCY →</u></b>			<b><u>SBCTA</u></b>	<b><u>SBCTA</u></b>		<b>Totals</b>
<b>Source</b>	<b>Party</b>	<b>Fund Type</b>	<b>PS&amp;E</b>	<b>R/W SUPPORT</b>	<b>R/W CAPITAL</b>	
STATE	CALTRANS	*SHOPP	3,375,000	0	0	3,375,000
LOCAL	SBCTA	Local	11,007,500	1,235,000	5,200,000	17,442,500
<b>Totals (\$)</b>			<b>14,382,500</b>	<b>1,235,000</b>	<b>5,200,000</b>	<b>20,817,500</b>

\* SHOPP Funds for Caltrans requested BETTERTMENTS

<b><u>SPENDING SUMMARY</u></b>						
<b>Fund Type</b>	<b>PS&amp;E</b>		<b>R/W Support</b>		<b>R/W CAPITAL</b>	<b>Totals</b>
	<b>CALTRANS</b>	<b>SBCTA</b>	<b>CALTRANS</b>	<b>SBCTA</b>	<b>SBCTA</b>	
SHOPP	0	3,375,000	0	0	0	3,375,000
Local	0	11,007,500	0	1,235,000	5,200,000	17,442,500
<b>Totals (\$)</b>	<b>0</b>	<b>14,382,500</b>	<b>0</b>	<b>1,235,000</b>	<b>5,200,000</b>	<b>20,817,500</b>

**Funding**

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

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



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

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

#### ICRP Rate

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

If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with 2 CFR, Part 200 and Chapter 5 of the Local Assistance Procedures Manual. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this AGREEMENT.

If SBCTA invoices for rates in excess of DPA rates, SBCTA will fund the cost difference and reimburse CALTRANS for any overpayment.

**Invoicing and Payment**

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

If SBCTA has received EFT certification from CALTRANS then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SBCTA will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.

If CALTRANS reimburses SBCTA for any costs later determined to be unallowable, SBCTA will reimburse those funds.

**Plans, Specifications, and Estimate (PS&E)**

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

**RIGHT-OF-WAY Support**

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

**RIGHT-OF-WAY Capital**

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

**Signatures**

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this Funding Summary on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Funding Summary.

Signatories may execute this Funding Summary through individual signature pages provided that each signature is an original. This Funding Summary is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

Not for signatures at this time

\_\_\_\_\_  
John Bulinski  
District 8 Director

\_\_\_\_\_  
Alan D. Wapner  
Board President

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Mary Risaliti  
District Budget Manager

\_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

\_\_\_\_\_  
HQ Accounting

**Contract Summary Sheet**

**General Contract Information**

Contract No: 15-1001231 Amendment No.: 1 Vendor No.: 00091  
 Vendor/Customer Name: AECOM Technical Services Sole Source?  Yes  No  
 Description: 210 Lane Addition & Baseline Interchange - Design Contract  
 Start Date: 06/01/2016 Expiration Date: 12/31/2018 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: C13027

Dollar Amount			
Original Contract	\$ 10,382,474.60	Original Contingency	\$ 1,038,247.46
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ 3,298,940.94	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 13,681,415.54</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ 1,038,247.46</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 14,719,663.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: Approve Contract 15-1001231 Amendment 1

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Juan Lizarde

Attachment: 15-1001231\_CSS\_A1 (4348 : SR-210 Lane Addition - PS&E Amendments, Construction Coop & CM RFP)

**AMENDMENT NO. 1 TO CONTRACT NO. 15-1001231**

**FOR**

**PROFESSIONAL ENGINEERING AND SUPPORT SERVICES FOR THE  
STATE ROUTE 210 LANE ADDITION PROJECT**

**AECOM TECHNICAL SERVICES**

This Amendment No. 1 to Contract No. 15-1001231 is made by and between AECOM Technical Services (“CONSULTANT”) and the San Bernardino County Transportation Authority (“SBCTA”):

**RECITALS:**

- A. San Bernardino Associated Governments acting as the San Bernardino County Transportation Authority (SANBAG), under Contract No. 15-1001231 (“Contract”), engaged the services of CONSULTANT to provide Design and Right-of-Way Services for the State Route 210 (SR-210) Lane Addition and Base Line Interchange Project.
- B. Upon the January 1, 2017, effective date of Senate Bill 1305, by operation of law San Bernardino County Transportation Authority (SBCTA) assumed all rights, obligations, and duties of SANBAG including under this Contract.
- C. Parties desire to amend the Contract to amend the Scope of Work to include Caltrans Project EA 08-1J060 SR-210 Pavement Rehabilitation, and increase the total Contract Not-to-Exceed amount (Article 5.9) from \$10,382,474.60 to \$13,681,417.50 for the design and right-of-way services.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, CONSULTANT and SBCTA agree as follows:

1. ATTACHMENT “A” Additional Scope of Work is amended to include the additional Scope of Work described in Attachment A to this Amendment. All references in the Contract to the Scope of Work shall mean the original Scope of Work plus the additional scope of work per this contract amendment.
2. Article 5.2 is deleted and replaced in its entirety to read as follows:  
  
“5.2 In addition to the allowable costs, SBCTA will pay CONSULTANT a fixed fee of **\$1,149,027.12**. 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. Article 5.11 is deleted and replaced in its entirety to read as follows:

“5.11 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$13,681,417.50.”

- 4. All references in the Contract to SANBAG shall mean SBCTA.
- 5. The Recitals set forth above are incorporated herein by this reference.
- 6. Attachment A-1 (Additional Scope of Work) is attached to and incorporated into this Amendment No. 1 by this reference.
- 7. Except as amended by this Amendment No. 1, all other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.
- 8. The Amendment No. 1 is effective upon execution by SBCTA.

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

Attachment: 15-1001231\_Amend-01 (4348 : SR-210 Lane Addition - PS&E Amendments, Construction Coop & CM RFP)

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 below.

**AECOM TECHNICAL SERVICES**

By: \_\_\_\_\_

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

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Alan D. Wapner  
Board President

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

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

**CONCURRENCE:**

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

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

Attachment: 15-1001231\_Amend-01 (4348 : SR-210 Lane Addition - PS&E Amendments, Construction Coop & CM RFP)

**Contract Summary Sheet**

**General Contract Information**

Contract No: 17-1001722 Amendment No.: \_\_\_\_\_ Vendor No.: 0450  
 Vendor/Customer Name: California Department of Transportation Sole Source?  Yes  No  
 Description: SR-210 Lane Addition, Pavement Rehab, Baseline IC Construction Coop (08-1646)  
 Start Date: 01/04/2018 Expiration Date: 12/31/2023 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: C12148 / C13114

Dollar Amount			
Original Contract	\$ 38,746,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 38,746,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 38,746,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: Approve Cooperative Agreement 17-1001722

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Juan Lizarde

Attachment: 17-1001722 CSS (4348 : SR-210 Lane Addition - PS&E Amendments, Construction Coop & CM RFP)



## **COOPERATIVE AGREEMENT DRAFT**

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

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

### **RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, *add one mixed flow lane to State Route 210 in each direction in median, widen inside and outside shoulder, add auxiliary lanes and acceleration/deceleration lanes at select locations, improve State Route 210 Base Line Interchange in the cities of San Bernardino, Highland and Redlands from Highland Avenue to San Bernardino Avenue*, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

- CONSTRUCTION

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

Attachment: 17-1001722 Coop 08-1646 (4348 : SR-210 Lane Addition - PS&E Amendments, Construction Coop & CM RFP)

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

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

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

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

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

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

5. The following work associated with this PROJECT has been completed or is in progress:

- CALTRANS approved the Mitigated Negative Declaration on January 24, 2017 (Cooperative Agreement No. 1524).
- CALTRANS approved the Categorical Exclusion on January 24, 2017 (Cooperative Agreement No. 1524).
- SBCTA is developing the R/W Certification (Cooperative Agreement No. 1611).
- SBCTA is developing the Plans, Specifications and Estimate (Cooperative Agreement No. 1611).
- SBCTA completed the Project Report (Cooperative Agreement No. 1524).

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

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

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

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT, and CALTRANS is the SPONSOR of the BETTERMENTS.
10. CALTRANS is a FUNDING PARTY for PROJECT COMPONENTS for BETTERMENTS.
11. BETTERMENTS are defined as rehabilitation of all existing lanes on SR 210 from Sterling Avenue to Lugonia Avenue *in the cities of San Bernardino, Highland and Redlands* from *Highland Avenue to San Bernardino Avenue* (EA 1J060).
12. CALTRANS is responsible for one hundred percent (100%) of all PROJECT COMPONENTS costs incurred by SBCTA due to BETTERMENTS. CALTRANS shall reimburse SBCTA for any and all such costs.
13. CALTRANS will contribute State SHOPP funds for payment towards the anticipated BETTERMENTS costs.

### **Implementing Agency**

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

- SBCTA is the Construction IMPLEMENTING AGENCY.

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

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

### **Funding**

17. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

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

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

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

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

22. Parties agree to incorporate into the PROJECT, CALTRANS requested BETTERMENTS. The cost of the BETTERMENTS shall be borne in their entirety by CALTRANS and paid in accordance with the provisions of this article. CALTRANS acknowledges the potentially negative impact of changes occurring during construction and shall endeavor to minimize any BETTERMENTS requests.
- a) The cost of the BETTERMENTS shall be the estimated amount set forth in Funding Summary No. 1. The foregoing amount is estimated to constitute full payment for all construction, testing, and inspections performed by SBCTA, its consultants, and/or contractor. The amount of the BETTERMENTS shall only be changed if a material change in the BETTERMENTS is requested by CALTRANS, if the BETTERMENTS' Construction Contractor and Construction Management contract amounts exceed the estimated amount in the Funding Summary, or if the contractors are entitled to a change order under the "Changes of Work" clause of the CONTRACT DOCUMENTS. CALTRANS shall be afforded the opportunity to inspect, review and participate in any change order discussions directly impacting the BETTERMENTS.
  - b) In the event CALTRANS requests additional BETTERMENTS for incorporation into the PROJECT after execution of this agreement and SBCTA agrees to incorporate such BETTERMENTS into the PROJECT, CALTRANS shall be solely responsible for all costs and expenses agreed to at time of execution of contract change order for such BETTERMENTS.
23. The PROJECT funding is not subject to local assistance procurement procedures. Funding will be reimbursed through District 8 capital project management.

**CALTRANS' Quality Management**

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

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

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

**CEQA/NEPA Lead Agency**

- 28. CALTRANS is the CEQA Lead Agency for the PROJECT.
- 29. CALTRANS is the NEPA Lead Agency for the PROJECT.

**Environmental Permits, Approvals and Agreements**

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

<b>ENVIRONMENTAL PERMITS/REQUIREMENTS</b>
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
1602, California Department of Fish and Wildlife

**CONSTRUCTION**

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

Attachment: 17-1001722 Coop 08-1646 (4348 : SR-210 Lane Addition - PS&E Amendments, Construction Coop & CM RFP)

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

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.20.10.xx Quality Management	No

35. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
36. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
37. SBCTA will include a Disadvantaged Business Enterprise (DBE) utilization goal in the PROJECT construction contract(s) in accordance with the *Local Assistance Procedures Manual*. SBCTA will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.
38. CALTRANS will not issue an Encroachment Permit to SBCTA for construction work until the following conditions are met:
- CALTRANS accepts the final plans, specifications, and estimate;
  - CALTRANS accepts the Right-of-Way Certification;
  - Any new or amended Maintenance Agreement required for the WORK is executed; and
  - Any new or amended Freeway Agreement required for the WORK is executed.
39. SBCTA will require the construction contractor to furnish payment and performance bonds naming SBCTA as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

Attachment: 17-1001722 Coop 08-1646 (4348 : SR-210 Lane Addition - PS&E Amendments, Construction Coop & CM RFP)

40. SBCTA will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, SBCTA also accepts responsibility to administer the construction contract.
41. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) working days the IMPLEMENTING AGENCY will not award the construction contract.
42. CALTRANS will not issue an Encroachment Permit to SBCTA's construction contractor until CALTRANS accepts:
  - The payment and performance bonds; and
  - The CONSTRUCTION Quality Management Plan
43. The CONSTRUCTION Quality Management Plan will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection Quality Management Plan is subject to review and approval by the State Materials Engineer.
44. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations SBCTA, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
45. SBCTA will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.
46. SBCTA will provide a landscape architect who will be responsible for all landscaping activities within the State Highway System.



47. SBCTA will implement changes to the construction contract through Change Orders. PARTIES will review and concur on all Change Orders over \$50,000.
48. CALTRANS will review and concur with:
  - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
  - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
49. If CONSTRUCTION CAPITAL is funded with state or federal funds then SBCTA will administer and process all construction contract claims using a CALTRANS-approved process. CALTRANS will provide quality management work for the claims process.
50. SBCTA is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. SBCTA is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
51. SBCTA will submit a written request to CALTRANS for any Department Furnished Material (DFM) identified in the PROJECT plans, specifications, and estimate a minimum of sixty (60) working days prior to the construction start of work. SBCTA will submit a written request to CALTRANS for any additional Department Furnished Materials deemed necessary during the PROJECT construction.

CALTRANS will make the Department Furnished Materials available at a CALTRANS-designated location.

52. SBCTA may request CALTRANS to complete portions of CONSTRUCTION SUPPORT work as reimbursed engineering services. Should CALTRANS agree to perform the requested services, PARTIES will document the arrangement in a written Task Order. Such an arrangement does not change the responsibilities assigned in this AGREEMENT. Engineering services requested by SBCTA and provided by CALTRANS during CONSTRUCTION are to be reimbursed from the funds obligated in this AGREEMENT.

53. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for maintenance of the State Highway System within the PROJECT limits as part of the construction contract until the following conditions are met:
- Any required Maintenance Agreements are executed for the portions of State Highway System for which relief of maintenance is to be granted.
  - CALTRANS approves a request from SBCTA for relief from maintenance of the PROJECT or a portion thereof.
54. PARTIES confirm that upon WORK completion, no maintenance agreement will be necessary.
55. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System within State Highway System right-of-way as part of WORK become the property of CALTRANS.

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

56. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, SBCTA will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS’ then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, SBCTA will provide one set of As-Built plans and addenda in TIFF format.

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

### **Schedule**

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

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

**Additional Provisions**

*Standards*

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

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

*Noncompliant Work*

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

*Qualifications*

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

*Consultant Selection*

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

Encroachment Permits

- 63. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System right-of-way. Contractors and/or agents, and utility owners will not work within the State Highway System right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTIES, their contractors, consultants and agents at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
- 64. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

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

Disclosures

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

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

- 67. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

Attachment: 17-1001722 Coop 08-1646 (4348 : SR-210 Lane Addition - PS&E Amendments, Construction Coop & CM RFP)

Hazardous Materials

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

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

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

69. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

70. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

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

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

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

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

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

Claims

- 74. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
- 75. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
- 76. If the WORK expends state or federal funds, each PARTY will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

- 77. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
- 78. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

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

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

Attachment: 17-1001722 Coop 08-1646 (4348 : SR-210 Lane Addition - PS&E Amendments, Construction Coop & CM RFP)

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

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

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

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

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

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

80. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
81. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with Chapter 10 of the Local Assistance Procedures Manual.

#### Interruption of Work

82. If WORK stops for any reason, each PARTY will continue to implement the obligations of this AGREEMENT, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

#### Penalties, Judgments and Settlements

83. The cost of awards, judgments, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
84. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT.

85. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

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

**GENERAL CONDITIONS**

**Venue**

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

**Exemptions**

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

**Indemnification**

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



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

**Non-parties**

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

**Ambiguity and Performance**

93. SBCTA will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SBCTA waives the provisions of California Civil Code section 1654.

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

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

**Defaults**

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

**Dispute Resolution**

- 96. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES’ legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

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

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

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

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

**Prevailing Wage**

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

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

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

Attachment: 17-1001722 Coop 08-1646 (4348 : SR-210 Lane Addition - PS&E Amendments, Construction Coop & CM RFP)

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

Attachment: 17-1001722 Coop 08-1646 (4348 : SR-210 Lane Addition - PS&E Amendments, Construction Coop & CM RFP)

## **DEFINITIONS**

**PARTY** – Any individual signatory party to this AGREEMENT.

**PARTIES** – The term that collectively references all of the signatory agencies to this AGREEMENT.

**WORK BREAKDOWN STRUCTURE (WBS)** – A WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail. The CALTRANS WBS defines each PROJECT COMPONENT as a group of work activities/products. The CALTRANS Work Breakdown Structure is defined in the CALTRANS Workplan Standards Guide.

**SIGNATURES**

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

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
John Bulinski  
District Director

**VERIFICATION OF FUNDS AND  
AUTHORITY:**

\_\_\_\_\_  
Mary Risaliti  
District Budget Manager

**CERTIFIED AS TO FINANCIAL TERMS  
AND POLICIES:**

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

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

*Not for signatures at this time*

\_\_\_\_\_  
Alan D. Wapner  
Board President

**ATTEST:**

\_\_\_\_\_  
Vicki Watson  
Clerk of the Board

**APPROVED AS TO FORM AND  
PROCEDURE:**

\_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

**CONCURRENCE:**

\_\_\_\_\_  
Jeffery Hill  
Procurement Manager

Attachment: 17-1001722 Coop 08-1646 (4348 : SR-210 Lane Addition - PS&E Amendments, Construction Coop & CM RFP)

**FUNDING SUMMARY NO. 01**

<b><u>FUNDING TABLE</u></b> <span style="float: right;">v. 2</span>					
<b><u>IMPLEMENTING AGENCY →</u></b>			<b><u>SBCTA</u></b>		<b>Totals</b>
<b>Source</b>	<b>Party</b>	<b>Fund Type</b>	<b>CONST. SUPPORT</b>	<b>CONST. CAPITAL</b>	
STATE	CALTRANS	*SHOPP	5,050,000	33,696,000	38,746,000
STATE	SBCTA	STIP/RIP	0	25,000,000	25,000,000
LOCAL	SBCTA	Local	15,330,000	99,400,000	114,730,000
<b>Totals (\$)</b>			<b>20,380,000</b>	<b>158,096,000</b>	<b>178,476,000</b>

The CALTRANS funds will be paid as a BETTERMENT and SBCTA will invoice CALTRANS in accordance with the above funding table. .

<b><u>SPENDING SUMMARY</u></b> <span style="float: right;">v 22</span>					
<b>Fund Type</b>	<b>CONST. SUPPORT</b>		<b>CONST. CAPITAL</b>		<b>Totals</b>
	<b>CALTRANS</b>	<b><u>SBCTA</u></b>	<b><u>SBCTA</u></b>	<b>DFM CALTRANS</b>	
SHOPP	0	5,050,000	33,696,000	0	38,746,000
STIP/RIP	0	0	25,000,000	0	25,000,000
Local	0	15,330,000	99,229,000	171,000	114,730,000
<b>Totals</b>	<b>0</b>	<b>20,380,000</b>	<b>157,925,000</b>	<b>171,000</b>	<b>178,476,000</b>

**Funding**

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

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

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

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

**ICRP Rate**

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with 2 CFR, Part 200 and Chapter 5 of the Local Assistance Procedures Manual. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.
5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this AGREEMENT.

If SBCTA invoices for rates in excess of DPA rates, SBCTA will fund the cost difference and reimburse CALTRANS for any overpayment.

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

### **Invoicing and Payment**

7. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.
8. If SBCTA has received EFT certification from CALTRANS then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
9. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
10. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SBCTA will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
11. If CALTRANS reimburses SBCTA for any costs later determined to be unallowable, SBCTA will reimburse those funds.

### **CONSTRUCTION Support**

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



CONSTRUCTION Capital

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

**ATTACHMENT A - SCOPE OF WORK**

## INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
  - 1. Pre-construction Services
  - 2. Bid Process
  - 3. Project Administration
  - 4. Construction Coordination
  - 5. Construction Inspection
  - 6. Project Support
  - 7. Cost and Schedule
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  - 9. Safety
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- H. AVAILABILITY AND WORK HOURS
- I. LIMITATIONS TO AUTHORITY
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- K. CONSTRUCTION SITE SAFETY
- L. BASIS FOR SURVEY AND MONUMENT MARKING
- M. PERSONNEL QUALIFICATIONS

## A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SBCTA) will utilize the services of CONSULTANT to support the construction activities for the Project. The CONSULTANT will provide construction management, materials testing, construction surveying and source inspection, landscape inspection and assist in public outreach for the Project. A description of the Project is given below. Reference Project Environmental Reports on sbcta website for more detail information:

<http://www.gosbcta.com/plans-projects/projects-sr210-interchange.html>: and  
[http://www.gosbcta.com/plans-projects/projects/210-widening/210\\_MFLA\\_ISMND.pdf](http://www.gosbcta.com/plans-projects/projects/210-widening/210_MFLA_ISMND.pdf).

### **Project General Description :**

The San Bernardino County Transportation Authority (SBCTA), in cooperation with the California Department of Transportation (Caltrans) District 8, the City of Highland, the City of Redlands, the City of San Bernardino and the County of San Bernardino plans to improve the State Route 210 (SR-210) corridor by constructing improvements that will add capacity, improve operations and enhance access and circulation on the transportation system. The improvements include adding one mixed flow lane in each direction of SR-210, widening Base Line across the freeway, widening three of the four interchange ramps at the Base Line interchange, creating auxiliary lanes between the Base Line and 5<sup>th</sup> Street-Greenspot Road interchanges and constructing a deceleration lane at the eastbound Highland Avenue exit ramp and an acceleration lane at the eastbound 5th Street entrance ramp.

The SR-210 freeway will be widened from Sterling Avenue to San Bernardino Avenue (a distance of approximately 6.1 miles) by adding a third mixed flow lane in each direction within the existing unpaved freeway median. The widening will expand the freeway from two mixed flow lanes in each direction to three mixed flow lanes in each direction within the limits of the project. On SR-210 between Highland Avenue and Lugonia Avenue the existing pavement will be rehabilitated in both directions. Widening of Base Line will begin at Buckeye Street, continue through the SR-210 interchange and end at Seine Avenue. At the Base Line interchange the westbound exit ramp, westbound entrance ramp and the eastbound entrance ramp will be widened, but the diamond interchange configuration is to remain. The total length of the project is approximately 8.2 miles (PM R25.0 to R33.2) considering temporary transition striping and advance construction signage.

Within the limits of the project, the existing SR-210 has two 12-foot lanes in each direction, 5-foot left shoulders and 10-foot right shoulders. Five local service interchanges (Del Rosa Avenue, Highland Avenue-Arden Avenue, Base Line, 5<sup>th</sup> Street-Greenspot Road and San Bernardino Avenue and one system interchange at State Route 330, exist within the project limits. Existing overcrossings pass over the freeway at Central Avenue, Orange Street and Palm Avenue, plus connector ramps at the SR-330 interchange. Existing undercrossings pass over local streets at Sterling Avenue, Victoria Avenue, 5<sup>th</sup> Street-Greenspot Road, Access Road and Pioneer Avenue. The freeway crosses four major drainages on bridges at Sand Creek, City Creek, Plunge Creek and the Santa Ana River.

Specific construction elements of the freeway widening component of the project include the following features:

A. Addition of one 12-foot lane in each direction from Highland Avenue to San Bernardino Avenue by widening in the existing unpaved median. The existing 5-foot left shoulder will be removed and new 10-foot left shoulders constructed along the new lanes.

- B. Between Sterling Avenue and Highland Avenue, the left shoulders will be widened from 5 feet wide to 10 feet wide.
- C. An auxiliary lane will be created in each direction between the Base Line and 5<sup>th</sup> Street-Greenspot Road interchanges by widening to the outside and connecting the existing interchange deceleration lanes back to the adjacent interchanges' entrance ramps.
- D. A new deceleration lane will be constructed by widening to the outside on eastbound SR-210 from the Sterling Avenue undercrossing to a new two-lane exit at Highland Avenue.
- E. A new acceleration lane will be added by widening to the outside at the 5<sup>th</sup> Street-Greenspot Road eastbound entrance ramp.
- F. The existing SR-210 median will be re-graded and generally remain unpaved beyond the left shoulders.
- G. The following existing bridges will be widened to accommodate lane widening and other freeway improvements: Highland Avenue-Arden Avenue, Sand Creek, Victoria Avenue, City Creek, 5<sup>th</sup> Street-Greenspot Road, Plunge Creek, Access Road, Santa Ana River and Pioneer Avenue.
- H. Drainage system improvements will be constructed to carry storm water runoff away from the traveled lanes and into traditional drainage courses.
- I. Stormwater treatment best management practice (BMP) features will be constructed to treat runoff from the pavement surfaces. These generally consist of bio-filtration swales and strips.
- J. A new communication backbone system will be constructed with branch connections linking the backbone system to existing traffic management system elements along the corridor, including wireless vehicle detection stations, ramp metering systems, changeable message signs, irrigation controllers, traffic count stations, highway advisory radio, closed circuit television cameras and other features, as needed.
- K. Elements of ramp metering systems will be installed on the existing entrance ramps at the 5th Street-Greenspot Road interchange.
- L. An existing weigh-in-motion system, approximately 0.5 mile north of San Bernardino Avenue, will be reconstructed to accommodate the additional lanes on the freeway.
- M. Utilities will be relocated, as needed, to accommodate the freeway improvements. Where possible, existing utilities in conflict with the proposed freeway improvements will be relocated in advance of the freeway improvement project.
- N. Retaining walls will be constructed at the eastbound Highland Avenue exit ramp and at the eastbound 5<sup>th</sup> Street-Greenspot Road entrance ramp widenings where the improvements cannot be accommodated by regrading alone.
- O. New sound walls will be constructed in seven locations throughout the corridor and one existing sound wall will be reconstructed to accommodate widening of the freeway.
- P. The eastbound Del Rosa Avenue and the eastbound Arden Avenue entrance ramp right shoulders will be widened to 10 feet wide to accommodate new sound walls constructed at the edges of shoulder.
- Q. Erosion control and replacement planting will be installed on disturbed unpaved areas.

- R. Existing traffic safety systems will be modified or replaced where they do not meet current standards.
- S. Overhead sign panels will be replaced, where necessary, to meet current higher visibility standards.

Specific construction elements of the Base Line interchange improvements include the following features:

- A. Widen Base Line between Buckeye Street and Seine Avenue including widening of the existing overcrossing structure to add through lanes, turn lanes and storage for vehicle queues.
- B. The westbound exit ramp will be widened from one lane to two lanes, the westbound entrance ramp will be widened from one lane to three lanes and the eastbound entrance ramp will be widened from one lane to three lanes. A two-lane exit will be created at the westbound exit ramp connection to the freeway.
- C. Two cut retaining walls will be constructed along the right sides of both entrance ramps and a fill retaining wall will be constructed along the left side of the westbound exit ramp to accommodate the ramp widening where grading is constrained by the existing right of way.
- D. Special bridge aesthetic features will be included for the overcrossing widening.
- E. Drainage system improvements will be constructed to collect storm water runoff.
- F. Ramp metering systems will be installed on the entrance ramps at the interchange.
- G. Utilities will be relocated, as needed, to accommodate the interchange improvements. Where possible, existing utilities in conflict with the proposed improvements will be relocated in advance of the interchange improvement project.
- H. Unpaved areas of the interchange will be landscaped with hardscape elements and plant materials.

The existing mainline freeway lanes and shoulders within the corridor will be rehabilitated. Individual existing portland cement concrete (rigid) pavement concrete panels will be replaced, where needed and then all of the existing rigid pavement lanes will be diamond ground between Highland Avenue-Arden Avenue and 5<sup>th</sup> Street-Greenspot Road. The existing right asphalt concrete shoulders in this segment will be rehabilitated by grinding and overlaying the shoulders with flexible pavement. The existing asphalt concrete lanes and right shoulders between 5<sup>th</sup> Street-Greenspot Road and Lugonia Avenue will be completely removed and replaced with continuously-reinforced concrete pavement in the freeway lanes and jointed plain concrete pavement in the right shoulders. The freeway widening improvements, coupled with rehabilitation and/or replacement of the existing mainline pavement, will create complex construction staging scenarios and multiple traffic handling shifts to maintain existing traffic through the construction zone.

New permanent right of way is required to construct the improvements at the Base Line interchange. In certain areas, temporary construction easements (TCEs) will be obtained to provide access to the work and to facilitate construction. TCEs are anticipated along new sound walls constructed along the existing State right of way. TCEs are also anticipated adjacent to the construction areas along Base Line at the interchange improvements. Rights of access are expected to be obtained from the San Bernardino County Flood Control District (Sand Creek and City Creek bridges) and private property owners (Plunge Creek and Access Road bridges) to allow temporary construction access for the bridge widenings.

In the southern segment of the project, sensitive environmental resources exist, particularly endangered species such as San Bernardino kangaroo rat, Santa Ana River woollystar and slender-

horned spineflower. These individual species and their habitats require protection during construction. Environmental permits, from various jurisdictional agencies, will include specific conditions of approval and measures to minimize impacts to the resources.

SBCTA intends to advertise, award and administer one construction contract for this project and will track costs separately for these two parts. The successful consultant firm will provide the construction management and support services.

### Services

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed project; constructability review; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, landscape inspection, contractor interface and contract administration; office engineering; and other assorted duties as appropriate in managing construction of a Caltrans and city roadway improvement project.

It is expected that the Consultant will assign a full-time Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project specific field activities and responsibilities as needed for satisfactory performance on the project.

The Resident Engineer assigned for this project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Structures Representative, Survey Project Manager, Materials Testing/Source Inspection Project Manager, and Landscape Architect to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Resident Engineer shall act as the public outreach liaison to assist the Authority's Public Information Office in implementing the Public Outreach Program established for this project.

Insofar as the Consultant's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the Consultant. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that establish the firm's ability to adequately and appropriately staff and manage the project.

SBCTA anticipates that the total contract will be approximately 69 months in duration, with preconstruction services starting in March 2018, advertise construction contract in March 2019, award construction contract in May 2019, with 55 days procurement, construction starting in June 2019, and ending in October 2022 (40 Months), with 1 year of Plant Establishment and 2 month closeout. The estimated construction capital cost of the project is about \$123 million.

CONSULTANT shall provide qualified construction management and inspection, materials testing, construction surveying and public relations personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

The SBCTA Director of Project Delivery has designated a Project Manager to coordinate all construction activities.

### **Mr. Mike Barnum, Construction Manager**

The CONSULTANT shall report to and receive direction from SBCTA through the Project Manager, or his designees. The SBCTA Project Manager is responsible for coordination of all

SBCTA construction activities and for coordinating the efforts of the total construction team. The SBCTA Project Manager will be the main contact and primary source of information between SBCTA, cities, outside agencies, supporting consultants and the public for the construction projects.

## B. PERFORMANCE REQUIREMENTS

**Construction Management:** CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SBCTA. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer.

CONSULTANT shall also furnish a Resident Engineer. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

The number of CONSULTANT personnel assigned to the Project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the Project schedule, Project requirements, and construction activities.

Resumes of personnel must be submitted to SBCTA for review and approval prior to assignment to the Project. SBCTA and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SBCTA. If, in the opinion of SBCTA, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SBCTA, SBCTA may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide equally qualified replacement personnel until the assigned personnel returns to the Project approved by SBCTA.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with prior concurrence from SBCTA, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SBCTA prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SBCTA, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.



CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SBCTA and local agencies in obtaining compliance with the safety and accident prevention provisions of the Project. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

**Materials Testing & Source Inspection:** The number of field testing and source inspection personnel assigned to the Project will vary throughout the duration of the construction contract. CONSULTANT certified materials testing and source inspection personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction contractor.

Materials Testing /Source Inspection Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the Project. CONSULTANT personnel will be available within one (1) day of written notification by SBCTA.

It is the intent of SBCTA to maintain a consistency of material testing/source inspection quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same personnel for the duration of construction of each project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SBCTA Project Manager.

Consultant shall be responsible for finalizing a Source Inspection Quality Management Plan (SIQMP) to match the project requirements, assist SBCTA in gaining Caltrans approval, and manage the SIQMP. The SIQMP shall meet SBCTA and Caltrans requirements. Consultant shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

All CONSULTANT personnel will be knowledgeable of, and comply with, all applicable local, state, and federal regulations. All personnel shall cooperate and consult with SBCTA during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

**Construction Surveying:** CONSULTANT will furnish surveying crew(s) to perform construction surveys for the Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

Construction surveying services will be provided on an on-call basis. It is the intent of SBCTA to maintain a consistency of construction survey quality throughout each phase of each project.

Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the Project.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SBCTA officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications.
- Keep records and document work as directed by SBCTA Project Manager.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

## C. DUTIES AND RESPONSIBILITIES

### 1. Pre-construction Services

#### a. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SBCTA, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

#### b. Budget

CONSULTANT shall review the Project estimate, quantities and provide recommendations to SBCTA, as appropriate, to ensure efficient utilization of funds and control of project costs.

#### c. Constructability Review

CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies and report such findings to SBCTA in a format provide by SBCTA.

### 2. Bid Process

#### a. Bid Documents

CONSULTANT shall assist SBCTA, as requested, with the following tasks:

- 1) Review of bid documents
- 2) Preparation of bid tabulations

#### b. Pre-construction Meetings

CONSULTANT shall assist SBCTA in conducting one, or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, design engineer, Caltrans, County and City staff, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SBCTA, as requested, with the following tasks:

- 1) Review of bid for completeness and responsiveness
- 2) Perform bid analysis
- 3) Development of contractor payment schedules, and other procedural items.
- 4) Checking Contractor references, licenses, insurance, and sureties.
- 5) Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

- a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SBCTA Major Projects Portal
- g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SBCTA to conditions that may lead to delays in completion of the Project.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SBCTA. The activity report shall include

among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.

- i. CONSULTANT shall review and ensure compliance with environmental requirements.
  - j. CONSULTANT shall participate in partnering sessions with the Contractor, SBCTA, and Local Agencies, as required.
  - k. CONSULTANT shall ensure that the Project meets all provisions of the SBCTA Construction Materials Quality Assurance Program and Caltrans Quality Assurance Program Manual.
  - l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
  - m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
  - n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).
  - o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable
4. Construction Coordination
- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.
  - b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SBCTA, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
  - c. CONSULTANT shall maintain regular contact with SBCTA's Project Manager.
  - d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
  - e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SBCTA. Should SBCTA determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.

- f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
  - g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SBCTA Project Manager. CONSULTANT shall log and track all submittals and requests.
  - h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SBCTA and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
  - i. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Project Manager and the design engineer.
  - j. CONSULTANT shall review and approve falsework and shoring plans.
  - k. CONSULTANT shall review and approve Traffic Control Plans and forward to SBCTA for Caltrans/City/County approvals, as necessary.
  - l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.
5. Construction Inspection
- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.
  - b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
  - c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.
  - d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications.

CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.

- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
- 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
  - 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
  - 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
  - 4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
  - 5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
  - 6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
  - 7) Preparing construction sketches, drawings, and cross-sections, as necessary.
  - 8) Assisting in the preparation of as-built plans.
  - 9) Providing inspections for environmental compliance.
  - 10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
  - 11) Monitoring Contractors' compliance with applicable regulations required by AQMD.

12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT as needed by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e) Perform construction staking as directed by Resident Engineer, including but not limited to:
  - i. Utility relocations
  - ii. Clearing limits
  - iii. Slope staking
  - iv. Storm drain, sanitary sewer, and irrigation systems
  - v. Drainage structures
  - vi. Curbs, gutters, and sidewalk
  - vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
  - viii. Rough grade
  - ix. Finish grade
- f) Monitor for settlement, if required.
- g) Global Positioning Satellite (GPS) equipment shall be made available if required by SBCTA

2) Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

3) Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

4) Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

5) Right of Way Lines

Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.
- c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

- a) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.



- b) Final monumentation, which includes setting of centerline points of control upon completion of construction.

6) Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

7) Control Survey

Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

8) Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing, Source Inspection and Geotechnical Services

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.
- 2) All field and laboratory testing is to be performed in accordance with California Test Methods.
- 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

General Public Outreach Plan will be provided and administered by SBCTA.

- a) SBCTA's primary goal is to assure the public that SBCTA is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
- b) SBCTA will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on

construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:

- i. LOCAL AGENCY
  - ii. SBCTA Board
  - iii. LOCAL AGENCY and area Emergency Service Providers
  - iv. School Transportation Coordinator(s)
  - v. Local Business Community
    - i) Specific businesses with expanding priority based on proximity to work zone and detours
    - ii) Chamber of Commerce
  - vi. Commuters
  - vii. Recreational Travelers
  - viii. Trucking Industry
  - ix. Local media
    - i) Print
    - ii) Radio
    - iii) Television
- c) In the weeks prior to the selection of a construction contractor, SBCTA may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- d) Following the emergency responders briefing, SBCTA may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- f) Just prior to the start of field construction activities, SBCTA and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SBCTA) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.
- g) Prior to construction beginning, SBCTA and CONSULTANT may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SBCTA) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.
- h) Near the completion of the construction Project, SBCTA and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.

- i) At various stages throughout the Project, SBCTA will request support from CONSULTANT for the following items:
  - i. Establish and maintain stakeholder and/or ‘interested parties’ list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)
  - ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SBCTA contact information, LOCAL AGENCY contact information, photos, logos, etc.)
  - iii. Weekly media advisories (use SBCTA template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SBCTA Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.
  - iv. Emergency notices – when needed.
  - v. Develop web content for project tab on SBCTA website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SBCTA Public Information Office for approval prior to submitting to webmaster.

- 2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SBCTA Public Information Office before agreeing to appear.
- 3) All media inquiries shall be directed to the SBCTA Public Information Office.

d. Permits

CONSULTANT shall review the Project for permit compliance and coordinate with SBCTA and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist SBCTA in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

- a. CONSULTANT shall monitor and track the following:
  - 1) Contract pay item quantities and payments
  - 2) Contract change orders
  - 3) Supplemental work items
  - 4) Agency furnished materials

- 5) Contingency balance
  - 6) Project budget
- b. CONSULTANT shall review and monitor Contractor's schedule by keeping a is own updated schedule to "shadow" that of the contractor and inform SBCTA of any significant changes or deviations in the schedule.
  - c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SBCTA, the staffing plan shall be periodically updated to reflect Project progress and needs.
8. Contract Change Orders and Claims
- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SBCTA shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
  - b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SBCTA prior to its preparation. Unless directed otherwise by SBCTA, the preferred method of payment for Contract Change Orders should be as follows
    - 1) Agreed Price
    - 2) Adjustment in compensation to a bid item
    - 3) Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.
  - c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SBCTA as determined by SBCTA's Project Manager.
  - d. CONSULTANT shall assist SBCTA, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SBCTA or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SBCTA with monthly status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.

- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SBCTA, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SBCTA all Project files.
- g. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all Project permits.
- h. Project closeout services will be completed within two months of project acceptance.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
- 2. Monthly Project Summary Reports and SIQMP Monthly Reports.
- 3. Weekly update of all files to SBCTA Portal.
- 4. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.
- 6. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
- 7. All Project files, Project reports, Record As-builts, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports, and Contractor payment records per Caltrans Construction Manual.
- 8. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and

Contractor, who are subject to the State and/or Federal prevailing wage rates.

9. American For Disabilities Act certification of project per Caltrans Standards.
10. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SBCTA with the Project files.
11. Record of Survey and Right of Way Monumentations and recording with County.
12. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
  - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
  - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
  - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SBCTA. A copy of all survey documents furnished by SBCTA shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in “responsible charge” will be required to sign.

- d. Deliverables to the Resident Engineer shall follow the format specified below:
  - 1) Horizontal Control
  - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and easting and the appropriate descriptions.
  - 3) Vertical Control
  - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
  - 5) Topography
  - 6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.
- e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:
  - 1) Conventional Cross – Sections (each cross – section):  
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by

Caltrans.

- 2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):  
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.
- 3) Data Collector Data  
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.
- 4) Other—As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Attachment B of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SBCTA in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SBCTA.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
  - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
  - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
  - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

- a. Survey vehicles:  
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
- b. Data Processing Systems:  
Data processing systems shall include hardware and software to:
- 1) Performing survey and staking calculations from the design plans and specifications;
  - 2) Reduce survey data collected with conventional and total station survey systems;
  - 3) Perform network adjustments for horizontal and vertical control surveys;
  - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
- c. Drafting equipment and supplies.
- d. Digital calculators.
- e. Hand tools as appropriate for the requested survey work.
- f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
- g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
- h. Leveling instruments and equipment:
- 1) Self-leveling level. Precision: Standard deviations in one mile of double run leveling 0.005 feet or less.
  - 2) Suitable level rods for the work to be performed.
- i. Distance measuring instruments and equipment:
- 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
  - 2) Prisms, sufficient to perform the required work.
  - 3) Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
- 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
  - 2) Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.



- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SBCTA

1. SBCTA will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SBCTA will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.
2. SBCTA will provide copies of all previously secured permits and Project authorizations.
3. SBCTA Construction Management Forms including SBCTA Construction Materials Quality Assurance Program, sample SIQMP and appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions
2. Bridge Construction Records and Procedures Manual
3. Quality Assurance Program Manual
4. Manual of Traffic Controls for Construction and Maintenance Work Zones
5. Caltrans Standard Specifications and Standard Plans
6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
7. Manual of Test (3 volumes)
8. Survey Manual
9. District 8 Standard Staking Procedures Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SBCTA will decide all questions, which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any

CONSULTANT employee who does not perform adequately will be replaced if directed by the SBCTA Project Manager.

#### H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SBCTA's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SBCTA Project Manager.

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA.

#### I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SBCTA.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by SBCTA.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

#### J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SBCTA has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SBCTA, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SBCTA and shall regularly inform **only** SBCTA of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SBCTA enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SBCTA. All oral and written communication with outside agencies or consultants related to the Project shall be directed only to SBCTA. Distribution of Project related communication and information shall be at the sole discretion of SBCTA representatives.

K. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.
4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

SBCTA will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SBCTA will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. Again, all personnel and personnel assignments are subject to approval by SBCTA. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the following qualifications:

1. Project Manager
  - a. A minimum of six (6) years' project management experience on similar construction projects is desired.
  - b. Accessible to SBCTA at all times during normal working hours.
  - c. A thorough understanding of Caltrans construction practices and procedures.
  - d. A thorough understanding of Cal-OSHA practices and procedures.
  - e. The Project Manager will assume the following functional responsibilities:
    - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
    - 2) Assign personnel to projects on an as-needed basis.
    - 3) Administer personal leave.
    - 4) Prepare monthly reports for delivery to SBCTA.

2. Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Cal-OSHA practices and procedures.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
  - 1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
  - 2) Assign field personnel to specific project tasks.
  - 3) Monitor and track Contractor progress.
  - 4) Prepare daily, weekly and monthly reports as required.
  - 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
  - 6) Act as prime field contact between various project Contractors and SBCTA's Project Manager.

3. Assistant Resident Engineer

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Cal-OSHA practices and procedures.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.

- h. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:
- 1) Monitor and provide daily direction to CONSULTANT inspection personnel.
  - 2) Assign field personnel to specific project tasks.
  - 3) Monitor and track Contractor progress.
  - 4) Prepare daily, weekly and monthly reports as required.
  - 5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- e. Ability to direct the efforts of subordinate inspectors.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- g. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- h. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- i. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:
  - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
  - 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
  - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
  - 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
  - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
  - 6) Provide input for the redesign of facilities to fit existing field conditions.
  - 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

- a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- f. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
  - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
  - 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
  - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
  - 4) Perform quantity calculations for progress pay estimates and maintain Project records.
  - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
  - 6) Provide input for the redesign of facilities to fit existing field conditions.
  - 7) Perform construction materials sampling.
  - 8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative

- a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
- b. A minimum of four (4) years as a Structural Representative on major public works projects.
- c. Licensed Professional Civil Engineer in the State of California.

- d. Knowledge of stress analysis, structural mechanics, and strength of materials.
- e. A thorough understanding of Cal-OSHA practices and procedures.
- f. Knowledge of Caltrans and Greenbook construction practices and the physical characteristics and properties of various bridge construction materials including concrete.
- g. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.
- h. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- i. Ability to direct the efforts of subordinate inspectors.
- j. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- k. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:
  - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
  - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
  - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
  - 4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
  - 5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
  - 6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

- a. A minimum of four (4) years' of bridge design or structural construction inspection as related to Caltrans or major public works projects and a four-year degree in civil or structural engineering is desired.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. A thorough understanding of Cal-OSHA practices and procedures.
- d. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.

- e. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.
- f. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- g. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- h. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:
  - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
  - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
  - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
  - 4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

- a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.
- g. The Office Engineer will assume the following functional responsibilities:
  - 1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
  - 2) Prepare and process contract change orders.
  - 3) Monitor construction budget and schedule.
  - 4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
  - 5) Perform routine calculations and checking of quantities.



- 6) Coordinate all office activities and functions with SBCTA representatives.

9. Materials Testing/Source Inspection Project Manager

- a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:
  - 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
  - 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
  - 3) Administer personal leave, subject to approval of the Resident Engineer.
  - 4) Prepare monthly reports for delivery to the Resident Engineer.
  - 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
  - 6) Assist SBCTA and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans "Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
  - 7) Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD) 08-5 and FHWA Title 23 requirements.

Material testing/source inspection personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SBCTA Project Manager.

10. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the Project site.

- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.
- d. Specific qualifications for technicians are as follows:

1) CONSTRUCTION TECHNICIAN I

- a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:
  - i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
  - ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.
- b) Knowledge and Skills Required
  - i. Knowledge of tools, equipment and vehicles utilized in construction.
  - ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
  - iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
  - iv. Knowledge of record keeping, preparing of documents and reports.

2) CONSTRUCTION TECHNICIAN II

- a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:
  - i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
  - ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
  - iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
  - iv. Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
  - v. Answers questions and resolves problems.
  - vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
  - vii. Keeps daily diary of work progress.
  - viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
  - ix. Keeps accurate documentation for force accounts and possible claims.

- b) Knowledge and Skills Required
  - i. All knowledge and skills required of lower classification.
  - ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
  - iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

- a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:
  - i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
  - ii. Perform a variety of structural material tests and inspections.
  - iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
  - iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
  - v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
  - vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
  - vii. Recommends approval of proposed Project changes.

- b) Knowledge and Skills Required
  - i. All knowledge and skills required of lower classifications.
  - ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
  - iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
  - iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
  - v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

11. Construction Surveying Project Manager

- a. A minimum four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
- c. Accessible to the Resident Engineer and SBCTA at all times during normal working hours as specified in this Scope of Services.
- d. Under the direction of the Resident Engineer, the Survey Project Manager will be responsible for:
  - 1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
  - 2) Assign personnel to projects on an as-needed basis.
  - 3) Administer personal leave, subject to approval of the Resident Engineer.
  - 4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
  - 1) A licensed Land Surveyor in the State of California.
  - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
  - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
- b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:
  - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
  - 2) Ability to make effective decisions concerning field problems and work in progress.
  - 3) Familiarity with typical coordinate geometry computer programs.
  - 4) Familiarity with safety requirements for surveying near traffic.
- c. The Party Chief(s) will assume the following responsibilities:
  - 1) Perform construction staking services for Project construction.
  - 2) Administer day to day activities for the survey party.
  - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.

- 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

- a. Qualifications for survey crew members should include the following:
  - 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
  - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
  - 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
  - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.
- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
  - 1) Perform basic calculations to support construction staking.
  - 2) Maintain continuous communication with Party Chiefs and office personnel.

END OF SCOPE OF WORK

## *Minute Action*

AGENDA ITEM: 15

**Date:** *January 4, 2018*

**Subject:**

SBCTA Grant Application Strategy for SB1 Funding

**Recommendation:**

That the Board, acting as the San Bernardino County Transportation Authority, review and approve the following:

- A. Receive information on the SBCTA Fiscal Year 2017/2018 grant cycle application strategy for Senate Bill 1 (SB1) funding.
- B. Authorize the Executive Director to execute SB1 Baseline Agreements, including technical and administrative changes to the project information that may be necessary, in the form approved by General Counsel, for specific projects that could receive funding under the following SB1 grant programs: Local Partnership Program (LPP), Solutions for Congested Corridors Program (SCCP), and Trade Corridor Enhancement Program (TCEP). The specific projects for which authorization is requested include:
  - Interstate 10 Corridor Contract 1 Project,
  - Redlands Passenger Rail Project (RPRP),
  - US 395 Widening Project, and
  - West Valley Connector (BRT) Project.

**Background:**

In September, SBCTA staff presented an overview of the Road Repair and Accountability Act of 2017, Senate Bill 1 (SB1), which provides the first significant, stable and on-going increase in state transportation funding in more than two decades. SB1 aims to improve California's transportation system by finding a balance of revenues and reforms to ensure the economic impact of increased funding is fairly distributed and that the revenue addresses the state's highest transportation needs. The bill provides a comprehensive and multi-modal funding package with revenue set-asides for highways, local streets and roads, goods movement projects, active transportation projects, and transit projects and services through a variety of formula and competitive programs managed by numerous State departments and agencies.

Attachment A is an updated summary of the current status of the primary SB1 programs that includes a description of the program, schedule for implementation, expected actions needed by the SBCTA Board and local authorities, and links to the various program information pages. Staff will continue to monitor the development of SB1 program guidelines and provide feedback to the appropriate managing agencies.

SBCTA staff is committed to maximizing our chances of receiving competitive SB1 funds and bringing our fair share of those funds to the county. Staff has put together a draft funding strategy for the competitive programs based on what is known about the programs at this time.

*Entity: San Bernardino County Transportation Authority*

The need to do this is being driven primarily by the grant application deadlines for the competitive Local Partnership Program (1/30/18), Solutions for Congested Corridors Program (2/16/18), and Trade Corridor Enhancement Program (1/30/18). Staff previously provided a strategy for use of State Transportation Improvement Program (STIP) funds, which must be submitted to the State by December 15, 2017.

Based on the current information available, the discussion below describes the SBCTA priority projects that would best fit the criteria for the SB1 competitive programs. The final grant application request amount could be adjusted, but the information provided is to keep the Board apprised of the overall direction being pursued. The SBCTA Executive Director will sign each of the grant applications confirming the funding requests, and so that project schedules are not impacted, staff recommends the Board authorize the Executive Director to also execute any required Baseline Agreements between SBCTA, Caltrans and the California Transportation Commission (CTC) once SB1 funds are programmed.

Synopsis of SBCTA Current Grant Funding Requests for SB1 Competitive Programs:

Staff has identified four SBCTA priority infrastructure projects, based on prior direction provided by the Board to pursue implementation of these projects, as documented in the 10-Year Delivery Plan, and on suitability and perceived competitiveness for the SB1 programs. These projects are:

- Interstate 10 Corridor Contract 1 Project,
- Redlands Passenger Rail Project (RPRP),
- US 395 Widening Project, and
- West Valley Connector (BRT) Project.

There are three competitive programs for which the above four projects would be positioned to submit an application for the first cycle of competitive SB1 funding. Applicants are required to specify project priority for applications to each funding program.

1. Local Partnership Program (LPP) (approximately \$500 million available statewide) – At the October SBCTA Board Meeting, the Board approved the nomination of the I-10 Corridor Contract I Project (\$15M) and the RPRP (\$17M) for the LPP Self-Help Competitive Program, with RPRP identified as the first priority. The competitive portion of the grant application is due January 30, 2018.
2. Trade Corridor Enhancement Program (TCEP) (approximately \$1.3 billion available statewide) – The TCEP was created to fund corridor-based freight projects nominated by local agencies and the State. Funding for the competitive program is derived from both SB1 and the National Highway Freight Program with 40% designated for Caltrans and 60% available for regional agencies. SBCTA staff is proposing to nominate the I-10 Corridor Contract I Project (\$19 million from the Caltrans 40% share and \$45 million from competitive share for total of \$64 million) and the US 395 Widening Project (\$24.292 million from the Caltrans 40% share). Caltrans will be responsible for determining the priority between their two nominations. If Caltrans is not successful in submitting the US 395 project under their share, SBCTA will submit the application under the regional share. The application deadline for the program is January 30, 2018. Submittal of the I-10 Eastbound Truck Climbing Lane Project

was considered for a \$30 million request from the Caltrans 40% share, but given the current schedule for the project, it can be deferred for application in the next SB1 cycle.

3. Solutions for Congested Corridors Program (SCCP) (\$1 billion available statewide) – The SCCP will fund projects that are designed to reduce congestion in highly traveled and highly congested corridors through performance improvements that balance transportation improvements, community impacts, and that provide environmental benefits. SBCTA staff is proposing to nominate the following projects in order of priority: RPRP (\$65 million), I-10 Corridor Contract I Project (\$45 million), and the West Valley Connector (\$45 million). The application deadline for the program is February 16, 2018.

In addition, SB1 funding also includes non-infrastructure planning funds that are distributed on a competitive basis. SBCTA Planning staff has identified two planning projects to be included in this year's submittal to the State: Comprehensive Pedestrian Sidewalk Connectivity Plan and Regional Climate Adaptation Toolkit for Transportation Infrastructure.

4. Sustainable Communities Transportation Planning Grants (\$12.4 million available statewide) – The Sustainable Communities Transportation Planning Grant encourages local and regional multimodal transportation and land use planning that furthers the region's Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS). To continue on with pedestrian planning efforts in the County, SBCTA staff has proposed a project called "Comprehensive Pedestrian Sidewalk Connectivity Plan" to inventory sidewalks in our County (\$600,000). October 20, 2017, was the application deadline for the planning grant program.
5. Adaptation Planning Grants (\$7 million available statewide) – The Adaptation Planning Grant program provides funding to local and regional agencies for climate change adaptation planning related to transportation infrastructure. SBCTA staff has partnered with Western Riverside Council of Governments (WRCOG) who is proposing a project titled "Regional Climate Adaptation Toolkit for Transportation Infrastructure" to address extreme weather condition events (including wildfires) from the transportation infrastructure perspective (\$683,431). October 20, 2017, was the application deadline for the grant program.

Board approval is not required by the State for the grant application submittals. The information provided is intended to keep the Board informed of the overall funding strategy and staff would benefit from Board comments before the grant applications are finalized.

***Financial Impact:***

This item has no impact on the adopted SBCTA Fiscal Year 2017/18 budget.

***Reviewed By:***

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 14, 2017, and approved unanimously by the Mountain/Desert Policy Committee on December 15, 2017.

***Responsible Staff:***

Steve Smith, Director of Planning



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Approved  
Board of Directors  
Date: January 4, 2018  
Witnessed By:

San Bernardino County Transportation Authority

## ASB 1 Program Update- 11/2017

Program	Purpose	Annual Statewide Funding (millions)	Estimated SB County Annual Funding (millions)	Schedule			Status	Web Link to Guidelines or Program Information
				Guidelines Adoption	Application Due	Program Adoption		
Active Transportation Program Augmentation (ATP)	The funding for FY 17/18 and 18/19 will be available to already programmed projects that can be delivered earlier than currently programmed or for projects that applied for funding in the 2017 Active Transportation Program (Cycle 3) but were not selected for funding. Funding for subsequent FY will be included in future ATP Cycles.	\$100	Competitive at State and MPO level	6/28/17	08/01/2017	10/19/17- Statewide 12/6/17 - MPO	Total SB1 ATP for San Bernardino Region- \$13.74 million	<a href="http://www.catc.ca.gov/programs/ATP/2017/Final_2017_ATP_Augmentation_Guidelines.pdf">http://www.catc.ca.gov/programs/ATP/2017/Final_2017_ATP_Augmentation_Guidelines.pdf</a>
State Highway Operation and Protection Program (SHOPP)	Maintenance, Rehabilitation and Operation Improvements of the State Highway System. SB 1 requires additional CTC oversight of the development and management of the SHOPP, including allocating support staff, project review and approval, and convening public hearings prior to adopting the SHOPP. The CTC is also responsible for monitoring Caltrans' performance and progress toward accomplishing the specific goals set out in SB 1 and other adopted targets or performance measures.	\$1,900	Varies	6/28/17	N/A	N/A	Ongoing- Caltrans and SBCTA are coordinating delivery of the Interchange Phasing Program and pavement rehab on Freeway Program Projects	<a href="http://www.catc.ca.gov/programs/SHOPP/Interim_SHOPP_Guidelines_062817.pdf">http://www.catc.ca.gov/programs/SHOPP/Interim_SHOPP_Guidelines_062817.pdf</a>
State Transportation Improvement Program (STIP)	SB 1 does not provide new funding for the STIP but stabilizes a historically volatile funding source. Funding provided by SB1 for the STIP will be included in the 2018 STIP Fund Estimate and incorporated in the 2018 STIP adoption.	RIP: \$83 ITIP: \$28	RIP: \$4 (Formula) ITIP: Varies	8/16/17	12/15/17	3/21/18	SBCTA Board approved STIP program for San Bernardino Region (\$184 million). Staff is working on final STIP submittal for the following projects: 1) Interstate 10 Corridor Contract 1 Project- Construction phase 2) Interstate 10 Corridor Contract 2 Project- Construction phase 3) US 395 Phase 1 Widening Project from State Route 18 to Chamberlaine Way – Construction phase 4) Redlands Passenger Rail Project – Construction phase 5) I-10 Eastbound Truck Climbing Lane Project – Design phase 6) US 395 Widening Project from approximately Desert Flower to Farmington Road – Environmental phase	<a href="http://www.catc.ca.gov/programs/STIP/2018_STIP/Adopted_2018_STIP_Guidelines_081617.pdf">http://www.catc.ca.gov/programs/STIP/2018_STIP/Adopted_2018_STIP_Guidelines_081617.pdf</a>
Local Streets & Roads	Provides new funding from Road Maintenance and Rehabilitation Account (RMRA) for monthly apportionment to cities and counties by the State Controller to be used for road maintenance, rehabilitation, and critical safety projects.	\$1,500	\$60 (Formula)	8/16/17	10/16/17	12/6/17 Apportionment Begins 2/2018	-Amendment of Local Streets & Roads Guidelines to include Trailer bill 1. Allows local funds to be spent before agencies receive money 2. Can do resolution for list of projects, which provides flexibility. 3. 90 day grace period for jurisdictions to provide project list otherwise funding will be distributed to other jurisdictions. (Due: October 16th 2017) -MOE exceptions were due to SCO 10/17/2017	Guidelines: <a href="http://www.catc.ca.gov/programs/SB_1/102017_Final_Amended_LSR_Guidelines.pdf">http://www.catc.ca.gov/programs/SB_1/102017_Final_Amended_LSR_Guidelines.pdf</a> Template: <a href="http://www.catc.ca.gov/programs/SB_1/LSR_Project_List(2).xslm">http://www.catc.ca.gov/programs/SB_1/LSR_Project_List(2).xslm</a> SCO FAQ: <a href="http://www.sco.ca.gov/aud_road_maintenance_sb1.html">http://www.sco.ca.gov/aud_road_maintenance_sb1.html</a>

## ASB 1 Program Update- 11/2017

Program	Purpose	Annual Statewide Funding (millions)	Estimated SB County Annual Funding (millions)	Schedule			Status	Web Link to Guidelines or Program Information
				Guidelines Adoption	Application Due	Program Adoption		
Local Partnership Program	Funding from this program is "for counties that have sought and received voter approval of taxes or that have imposed fees, including uniform developer fees." Eligible projects includes road maintenance and rehab, sound walls and other transportation improvements under SHC Section 2032 (a)(3).	\$200 (\$100 Formula/ \$100 Competitive)	Formula: \$6.147m annually	10/16/17	Formula: 12/15/2017 Competitive : 1/30/2018	5/16/2018	Final guidelines approved by CTC in October. SBCTA Board approved submitting I-10 Corridor Contract 1 and Redlands Passenger Rail Project for first round formula programming (\$6.5m for each project) and approve the nomination of Redlands Passenger Rail Project – \$17 million and I-10 Corridor Contract 1 Project – \$15 million for the competitive program.  SBCTA policy to be developed for formula program distribution.	<a href="http://www.catc.ca.gov/programs/SB_1/102017_Final_LPP_Guidelines.pdf">http://www.catc.ca.gov/programs/SB_1/102017_Final_LPP_Guidelines.pdf</a>
Solutions for Congested Corridors Program	Funds projects that make specific performance improvements and are part of a comprehensive corridor plan designed to reduce congestion in highly traveled corridors.	\$250	Competitive at State level	12/6/17	2/2018	5/16/18	SBCTA: Continue to participate in CTC workshops and provide feedback on program development. SBCTA Board to approve projects to be nominated in February 2018. Staff will recommend Redlands Passenger Rail and I-10 Corridor Contract 1.  Local agencies are not eligible applicants- Contact SBCTA staff to discuss potential projects.	<a href="http://www.catc.ca.gov/programs/SB_1/100617_Draft_SCC_Guidelines.pdf">http://www.catc.ca.gov/programs/SB_1/100617_Draft_SCC_Guidelines.pdf</a>
Trade Corridor Enhancement Account	Funds projects that improve the efficient movement of freight on designated corridors throughout the state and to support the goals outlined in the National Highway Freight Program, the California Freight Mobility Plan, and the guiding principles in the California Sustainable Freight Action Plan.	\$300	Competitive at State level	1/31/18	1/30/2018	5/16/18	Final guidelines approved by the CTC in October. SBCTA Staff will propose project nomination for Board approval in December. (Staff recommend I-10 Corridor Contract 1 and I-10 Eastbound Truck Climbing Lane)	<a href="http://www.catc.ca.gov/programs/SB_1/101817_Final_TCEP_Guidelines.pdf">http://www.catc.ca.gov/programs/SB_1/101817_Final_TCEP_Guidelines.pdf</a>
Sustainable Communities Transportation Planning Grants	Encourage local and regional planning that further State goals, such as the goals and best practices cited in the regional transportation plan guidelines adopted by the California Transportation Commission. This program is administered by Caltrans Department of Planning.	\$25 (\$12.5 competitive/ \$12.5 formula to MPO)	Competitive at State level	9/2017	10/20/2017	12/2017	SBCTA nominated: Comprehensive Pedestrian Sidewalk Connectivity Plan	<a href="http://www.dot.ca.gov/hq/tp/grants.html">http://www.dot.ca.gov/hq/tp/grants.html</a>
Climate Change Adaptation Planning Grants	Provides funding to local and regional agencies for climate change adaptation planning. This is only a three-year program offering a total of \$20M.	\$7	Competitive at State level	9/2017	10/20/2017	12/2017	SBCTA nominated: Regional Climate Adaptation Toolkit for Transportation Infrastructure Phase I (Joint application with WRCOG)	<a href="http://www.dot.ca.gov/hq/tp/grants.html">http://www.dot.ca.gov/hq/tp/grants.html</a>
Transit and Intercity Rail Capital Program (TIRCP)	Provide additional funding for the State TIRCP Competitive Program to fund transformative capital improvements that modernize California's intercity rail, bus, ferry and rail transit systems	\$245	Competitive at State level	10/13/2017	01/12/2018	05/16/2018	SBCTA: Will nominate the Gold Line Extension to Montclair.  Operators: Eligible to apply individually.	<a href="http://www.dot.ca.gov/dgmt/sptircp.html">http://www.dot.ca.gov/dgmt/sptircp.html</a>
Commuter and Intercity Rail	Provides funding to the public agencies, including joint powers agencies, responsible for state-supported intercity and commuter rail services.	Commuter Rail: \$19 Intercity Rail: \$19	SCRRA: \$3.8 (initially)	9/2017	TBD	TBD	SBCTA: Participate through SCRRA in allocation of funds to Metrolink system. Guidelines will be developed to direct the allocation of Commuter Rail funds starting in FY20/21. SCRRA will receive 1/5 of funds available through FY19/20.  Local: None.	<a href="http://www.dot.ca.gov/dgmt/sptircp.html">http://www.dot.ca.gov/dgmt/sptircp.html</a>

## ASB 1 Program Update- 11/2017

Program	Purpose	Annual Statewide Funding (millions)	Estimated SB County Annual Funding (millions)	Schedule			Status	Web Link to Guidelines or Program Information
				Guidelines Adoption	Application Due	Program Adoption		
State Transit Assistance (STA)	Provide additional funding to the STA fund for transit capital improvements. Half of the funding is apportioned to SBCTA based on population and half is apportioned to individual operators based on operator revenues.	\$250	Population Share: \$7 Operator Share: \$1.5	N/A	N/A	N/A	<p><b>SBCTA:</b> The SBCTA Board allocates population share funds annually to SBCTA, SCRRA, and operators consistent with needs identified in the SRTP. Operator Share funds are apportioned by the State Controller to individual operators based on revenue generation. This annual allocation almost doubles the initial projected FY17/18 apportionment.</p> <p><b>Operators:</b> The increased Operator Share funding should be considered in updates to the SRTP.</p>	<a href="http://caltransit.org/advocacy/key-issues/senate-bill-1/">http://caltransit.org/advocacy/key-issues/senate-bill-1/</a>
STA State of Good Repair Investments	Provide additional funding through the STA formula for transit capital improvements that maintain and improve existing service.	\$105	Population Share: \$3 Operator Share: \$0.6	11/2017	01/31/2018	5/2018	<p><b>SBCTA and Operators:</b> SBCTA and/or transit operators must submit a list of projects proposed for funding from the formula share to Caltrans for certification before State Controller will allocate funds. See draft guidelines</p>	<a href="http://www.dot.ca.gov/drrmt/docs/spsggr/formalguidelines.pdf">http://www.dot.ca.gov/drrmt/docs/spsggr/formalguidelines.pdf</a>
Freeway Service Patrol	Provide additional funding for the Freeway Service Patrol Program.	\$25	\$1.1	N/A	N/A	N/A	<p><b>SBCTA:</b> SBCTA Board approved the following in Sept 2017</p> <ul style="list-style-type: none"> <li>- Weekend Service pilot program</li> <li>- Concept of new FSP beat along I-15 Cajon Pass area</li> <li>- Increase FSP service along I-10, 15 and 215, SR 210 and 60</li> </ul> <p><b>Local:</b> None.</p>	<a href="http://www.dot.ca.gov/drrmt/spstasgr.html">http://www.dot.ca.gov/drrmt/spstasgr.html</a>

## *Minute Action*

AGENDA ITEM: 16

**Date:** *January 4, 2018*

**Subject:**

Private Transportation Provider Pilot Program to Ontario International Airport

**Recommendation:**

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

- A. Authorize staff to develop and implement a Private Transportation Provider Pilot Program providing service between the Ontario International Airport and the Metrolink stations in the Cities of Montclair, Upland, Ontario, and Rancho Cucamonga.
- B. Allocate \$426,000 consisting of up to \$400,000 in Valley Local Transportation Funds and an estimated \$26,000 in Valley Measure I Senior and Disabled Transit Program funds.
- C. Approve a budget amendment to the Fiscal Year 2017/2018 Budget to add a new Sub-Task to Task No. 0314 Transit Operations in the amount of \$426,000 to be funded with \$400,000 in Valley Local Transportation Funds and \$26,000 in Valley Measure I Senior and Disabled Transit Program funds.

**Background:**

San Bernardino County Transportation Authority (SBCTA) is proposing a Private Transportation Provider Pilot Program which will provide a full subsidy of fares (up to \$24) for riders of the Metrolink or Omnitrans service using a Private Transportation Provider (i.e. Transportation Network Company or Taxi) between the Ontario - East, Rancho Cucamonga, Upland, or Montclair Metrolink stations and the Ontario International Airport (ONT). The pilot program is proposed to be in effect from the date of service initiation for a period of 12 months or until funds are expended. If funds are not fully expended after a period of 12 months, SBCTA would extend the program for an estimated 6 months or until the allocated funding is expended.

It is intended for this pilot program to be modeled after several similar programs launched by transit and transportation companies throughout the United States. Similar to those programs, the SBCTA pilot program will be developed with the following components:

**Program Goals:**

- Provide riders with additional transportation options.
- Increase ridership on Metrolink and Omnitrans services.
- Support the success of ONT by improving access to the airport.
- Provide on-demand connectivity between transportation hubs.
- Collect data to assist in determining the demand for transit service between the various Metrolink stations and ONT.
- Increase public/private partnerships within the County.

*Entity: San Bernardino County Transportation Authority*

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## Program Components:

- Same day service.
- Program for users of Metrolink and Omnitrans services.
- Non-exclusive contract that will allow all Private Transportation Providers meeting the contract requirements to participate.
- Collect ridership and run time data.
- Full compliance with the Americans with Disabilities Act (ADA).

## Development Steps:

- Analyze similar programs from other agencies.
- Develop a draft agreement that includes a requirement for a verification process that users are eligible and used a connecting transit service to reach the Metrolink station.
- Solicit feedback on draft agreement from Private Transportation Service Providers through a Request for Information (RFI).
- Receive and evaluate RFI comments.
- Issue a Request for Proposals for non-exclusive contract.
- Execute agreements.
- Launch program.

## Costs/Funding:

In developing the budget for the pilot program, projected trip costs were evaluated for services between each of the stations and ONT. The average trip cost was determined to be \$17.80 per trip. Due to potential surge charges and added costs for taxi and ADA service, a trip charge of \$24 was used. Three alternatives were evaluated: a 6 month duration, a 12 month duration, and an 18 month duration. The results of the cost calculations are shown in the table below.

	6 Months	12 Months	18 Months
1400 trips/month at \$24 per trip*	\$201,600	\$403,200	\$604,800
Marketing	\$5,000	\$10,000	\$15,000
Oversight	\$6,198	\$12,396	\$18,594
<b>Total</b>	<b>\$212,798</b>	<b>\$425,596</b>	<b>\$638,394</b>

\* Trip Calculation: Approximately 4.2 M passengers per year in ONT. Estimated 2% transit rider share:  $4.2M \times 2\% = 84,000$ . Estimated 10% of transit rider share use Metrolink stations:  $84,000 \times 10\% = 8,400$ . Monthly projected program trips:  $(8,400/12) \times 2$  trips = 1400 trips per month.

Based on the projected costs, SBCTA is recommending that a budget for the pilot program be approved in the amount of \$426,000. The pilot program will then be implemented for a period of 12 months or until the \$426,000 budget is expended. However, if there are remaining funds after the 12 month period, the pilot program can be extended for an additional 6 months or until the remaining funds are expended.

Funding sources have been identified as \$400,000 from Valley Local Transportation Funds (LTF) and \$26,000 from Valley Measure I Senior and Disabled Transit Program funds. Should the ADA component of the pilot exceed the estimated demand, staff recommends funding the additional ADA cost with Measure I Senior and Disabled Transit Program funds as sufficient fund balance currently exists. However, at no time will the cost of the pilot program exceed \$426,000 or the contribution from LTF exceed \$400,000. It is important to note that based on current revenue projections and the limited fund sources available for operations, there are not

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sufficient operating funds to sustain the program after the pilot program funds are expended. Staff recommends moving forward with the pilot program as it is important to support transit connections to ONT and to obtain data on the ridership demand.

**Financial Impact:**

This is not consistent with the Fiscal Year 2017/2018 Budget. A budget amendment is requested in Recommendation C.

**Reviewed By:**

This item has been reviewed and unanimously recommended for approval by the Transit Committee on December 14, 2017 with a revision to Recommendation A to include the Metrolink station in Upland. SBCTA General Counsel has reviewed this item.

**Responsible Staff:**

Carrie Schindler, Director of Transit and Rail Programs

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Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

## *Minute Action*

AGENDA ITEM: 17

**Date:** *January 4, 2018*

**Subject:**

RPRP Environmental Impact Report - Addendum No. 5

**Recommendation:**

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

- A. Based upon substantial evidence in this report, Addendum No. 5, and the associated attachments, find that the preparation of Addendum No. 5 to the Redlands Passenger Rail Project Final Environmental Impact Report is appropriate and consistent with the Public Resources Code Section 21166 and California Environmental Quality Act Guidelines 15162 and 15164; and
- B. Approve Addendum No. 5 to the Redlands Passenger Rail Project Final Environmental Impact Report dated March 4, 2015; and
- C. Approve the refined Project as described in Addendum No. 5.

**Background:**

San Bernardino County Transportation Authority (SBCTA), as the lead agency for compliance with the California Environmental Quality Act (CEQA) on the Redlands Passenger Rail Project (RPRP), certified an Environmental Impact Report (EIR) for the Project and identified a Locally Preferred Alternative (LPA) on March 4, 2015. Since the certification of the EIR, design of the RPRP has progressed and minor, non-substantial changes to the LPA have been identified. Per CEQA guidelines, these changes necessitate the need to update and refine the EIR. Three addendums to the RPRP EIR were approved by the SBCTA Board of Directors on September 6, 2017, and a fourth addendum was approved on October 4, 2017, all of which formally revised the approved Project. SBCTA has identified two additional design refinements to the approved Project, which are included and considered in Addendum No. 5 based on the findings of the EIR as summarized below.

Refinement No. 1 – Revised Structural and Drainage Design at Bridge 9.4 (Mill Creek Zanja): SBCTA approved the construction of a single-track bridge structure at milepost (MP) 9.4 as previously considered in the approved Project and Final EIR. SBCTA has identified additional refinements to the design for Bridge 9.4 to optimize the hydraulics in up-and-downstream segments of Mill Creek Zanja. These refinements include a relocated outfall and a new detention basin to the southeast of Bridge 9.4.

- a) Design Refinements to Bridge 9.4: Following additional hydrologic/hydraulic (H&H) modeling and geotechnical investigation as part of the approved Project's final design, SBCTA has refined the design for Bridge 9.4. These refinements include shifting the abutment angles such that they are positioned with the natural flow of the creek (Figure 2 of Attachment A). Riprap would line the channel slopes and bed (Figure 3 of

*Entity: San Bernardino County Transportation Authority*



Attachment A). The riprap would be approximately 2.7 feet thick along the bed of the creek (and buried at depth), sloping on either side of the banks at a ratio of 1.5 to 1. This bank protection would be required north and south of the bridge abutments.

- b) Relocation of Proposed Outfall (Mill Creek Zanja): The approved Project and Final EIR analyzed multiple drainage improvements throughout the project, including the addition of drainage outfalls and associated outfall protection. Under the approved Project, an outfall was proposed to the north of Bridge 9.4. The refined Project simply relocates this outfall to the eastern bank of Mill Creek Zanja, just south of Bridge 9.4 (Figures 2 and 3 in Attachment A).
- c) New Detention Basin: Following additional drainage modeling as part of the approved Project's final design, SBCTA has identified a need for additional drainage capacity in areas east of Bridge 9.4. In response, a detention basin is proposed to the west of Bridge 9.4 on property owned by the City of Redlands (Figure 4 of Attachment A). The detention basin would be constructed on approximately 2.4 acres of land adjacent and to the south of SBCTA's railroad ROW (and east of I-10). Once constructed, the City of Redlands would own and maintain the detention basin.

Refinement No. 2 – Refinements to University Street at Park Avenue: Following additional engineering design and coordination with the California Public Utilities Commission, SBCTA has determined that the at-grade crossing improvements at the intersection of University Street and Park Avenue, north of SBCTA's ROW, will extend further north than previously contemplated.

#### Conclusion

SBCTA staff has prepared Addendum No. 5 to the EIR for the approved Project (State Clearinghouse No. 2012041012) to address the potential environmental impacts associated with the refinements discussed above and in the attached Addendum No. 5. This addendum is prepared in accordance with the CEQA (Public Resources Code § 21000, et seq.) and the CEQA Guidelines (California Administrative Code, Title 14, § 15000, et seq.).

Implementation of the refined Project as documented in Addendum No. 5 would not result in substantial changes requiring major revisions to the EIR. The refined Project would not result in any environmental impacts that have not already been addressed in the EIR, and no new mitigation measures are required for the refined Project. Only minor additions and clarifications are required to the EIR, and none of the conditions described in Public Resources Code Section 21166 or CEQA Guideline 15162 requiring preparation of a subsequent EIR or negative declaration have occurred. Approval of Addendum No. 5 is appropriate and is supported by substantial evidence in this report, Addendum No. 5, and the attachments provided separately.

SBCTA staff is also coordinating with the Federal Transit Administration (FTA), the lead agency for the RPRP's Environmental Impact Statement (EIS), pursuant to the National Environmental Policy Act (NEPA), for any potential actions necessary for updating the EIS preserving the ability to utilize Federal funding for the RPRP. Should the SBCTA Board of Directors approve Addendum No. 5, the locally approved changes will be forwarded to the FTA. Thus far, SBCTA staff has concluded that none of these changes will impact FTA's prior NEPA record of decision or supporting consultations (e.g. Section 7, etc.).

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***Financial Impact:***

This item has no impact on the SBCTA Fiscal Year 2017/2018 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 14, 2017. SBCTA General Counsel has reviewed this item and Addendum 5.

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail Programs

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Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

San Bernardino County Transportation Authority

## *Minute Action*

AGENDA ITEM: 18

**Date:** *January 4, 2018*

**Subject:**

West Valley Connector Project Environmental Review Update and Request to Determine Locally Preferred Alternative

**Recommendation:**

That the Board, acting in its capacity as the San Bernardino County Transportation Authority, approve the West Valley Connector Project Alternative B, as depicted in Exhibit 1, as the San Bernardino County Transportation Authority Locally Preferred Alternative for the West Valley Connector Project, subject to completion of California Environmental Quality Act/National Environmental Policy Act Review.

**Background:**

**The Project**

In October 2010, Omnitrans developed a system of ten planned bus rapid transit (BRT) corridors identified as the sbX System Corridors. The Green Line (E Street Corridor) in San Bernardino and Loma Linda were the first of the ten corridors implemented in 2014. The West Valley Connector Project (WVC) would be the second. It is a proposed 35 mile-long transit improvement project that would connect the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana. The proposed project includes up to 60 station platforms at 33 locations/major intersections and associated improvements, spaced 0.5 to 1 mile apart to facilitate higher operating speeds. Service is proposed to be initiated by 2020. Stations would be “rapid bus” style stations designed for fast boarding. Approximately 3.5 miles of exclusive lanes are anticipated in the city of Ontario. Transit Signal Priority (TSP) and other transportation systems management improvements, such as queue jump lanes, would be included. The project would operate within existing City streets. Implementation of the project is expected to increase transit usage, reduce traffic congestion and automobile vehicle miles traveled, and improve regional air quality. Operational impacts would be few and minor, although some right-of-way acquisition (primarily partial acquisitions) would be required. Other issues that are resolvable through design features or mitigation incorporated as part of the project include: historic architectural resources, visual and aesthetics, traffic and transportation, water quality, and land use. Proposed mitigation measures include a Real Estate Acquisition Plan, a Relocation Assistance Program, adherence to Federal Transit Administration (FTA) acquisition laws, safety and security measures at stations, a Worker Health and Safety Plan, archaeological monitoring during ground-disturbance activities, a Traffic Control Plan (TCP), and implementation of construction best management practices.

In January 2017, after identification of the Project becoming more capital intensive than originally planned, the San Bernardino County Transportation Authority (SBCTA) Board and Omnitrans Board approved the transfer of the Project from Omnitrans to SBCTA, including the transfer of Omnitrans’ existing Architectural, Engineering and Final Design Services Contract

*Entity: San Bernardino County Transportation Authority*

with Parsons Transportation Group, Inc. (Parsons). Subsequent to the transfer, staff conducted an independent assessment of the Project to review the alternatives considered, project schedule, major risks, design progress, capital costs, phasing, and right-of-way (ROW). In addition, staff reached out to the Cities of Fontana and Rancho Cucamonga regarding their concerns about transit signal prioritization, buses stopping in mixed flow lanes to minimize dwell time, and service frequency.

Staff presented the assessment findings at the April 2017 Transit Committee meeting, including six (6) alignment alternatives that were previously studied. In May 2017, the Board directed staff to proceed and complete the environmental clearance of the West Valley Connector Alignment referred to as Scenario 6, Minimal Operating Segment. A two phase approach was approved with the portion of the alignment from Pomona to Victoria Gardens to be completed in Phase I and the portion of the alignment from Ontario International Airport to Kaiser Permanente Medical Center in Fontana to be completed in Phase II.

### **Environmental Clearance Update and Review**

The preparation of the environmental document began in July 2016 to clear the West Valley Connector Branch Alignment as approved by the Omnitrans Board of Directors in September 2016. The project is subject to State and Federal environmental review requirements because it involves the use of federal funds administered by the Federal Transit Administration (FTA); therefore, the project joint documentation has been prepared in compliance with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act of 1969 (NEPA). SBCTA is the lead agency under CEQA; FTA is the lead federal agency under NEPA.

The Draft Environmental Impact Report (EIR) and Environmental Assessment (EA) was prepared, in cooperation with the FTA, to evaluate significant or potentially significant environmental impacts associated with implementation of the proposed project and address appropriate and feasible mitigation measures and alternatives to the proposed project that would reduce or eliminate those impacts. The FTA completed the review of the administrative draft EIR/EA in January of 2017. As a result of the review, the FTA felt additional public meetings needed to be conducted to reach out to the underserved communities along the alignment and to property owners along the 3.5 mile dedicated lane section on Holt Blvd. Three (3) separate meetings were held in June 2017. The first meeting was held June 13, 2017, to serve the communities in the City of Ontario and the property owners along Holt Blvd., the second meeting was held June 14, 2017, to serve the communities in the Cities of Rancho Cucamonga and Fontana, and the third meeting was held June 15, 2017, to serve the communities in the Cities of Montclair and Pomona. Public comments generated from these meetings were provided back to the FTA and reflected in the draft environmental document.

The draft EIR/EA is being updated to address comments made by the FTA in their initial review, comments made by the public during the outreach meetings, and to include the scenario 6 modifications that were made to the alignment. This updated draft EIR/EA will be reviewed by the FTA between December 15, 2017, and January 17, 2018. It examines a No Build Alternative and two build alternatives (Alternatives A and B). The No Build Alternative proposes no improvements to the existing local bus services. The existing local bus service on Routes 61 and 66 would maintain current service of 15-minute headways, a total of four buses per hour in each direction.

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The Build Alternative is composed of two alternatives, Alternative A – Rapid line with no dedicated bus-only lanes, would include the full 35 mile-long BRT corridor, which is comprised of the Phase I/Milliken Alignment, Phase II/Haven Alignment, and 60 side-running stations at 33 locations/major intersections. No dedicated bus-only lanes will be included under this alternative. Alternative B – Full BRT with 3.5 miles of dedicated bus-only lanes in Ontario is similar to Alternative A, with the exception that a 3.5 mile-long dedicated bus-only lane would be constructed between Benson Avenue and Vine Avenue and between Euclid Avenue and Vineyard Avenue in Ontario. This alternative would include 5 center-running stations and 50 side-running stations at 33 locations/major intersections. Staff is requesting approval of Alternative B, as depicted in Exhibit 1, as the SBCTA Locally Preferred Alternative subject to completion of California Environmental Quality Act/National Environmental Policy Act review.

#### **45-day Public Comment Period and Hearing**

As part of the environmental process, the draft EIR/EA will be circulated for forty five (45) calendar days to allow government agencies, the public, and all stakeholders to provide comments on the environmental document and on the Project in general. The 45-day public circulation is currently anticipated to commence in February 2018 and end in March 2018.

#### **Environmental Clearance Schedule**

	<b>Start</b>	<b>Finish</b>
<b>FTA Second Review of Draft EA</b>	<b>12/15/17</b>	<b>1/17/18</b>
<b>45-day Public Circulation</b>	<b>2/18</b>	<b>3/18</b>
<b>Public Hearing</b>	<b>3/18</b>	<b>3/18</b>
<b>FTA Review Draft Final EA</b>	<b>6/18</b>	<b>7/18</b>
<b>Filing of Notice Of Determination/Complete CEQA Approval</b>	<b>7/18</b>	<b>7/18</b>
<b>Submit Final EA to FTA</b>	<b>7/18</b>	<b>7/18</b>
<b>FTA /NEPA approval of Final EA/Filing of Finding Of No Significant Impact</b>	<b>7/18</b>	<b>8/18</b>

#### ***Financial Impact:***

This item has no financial impact on the adopted Fiscal Year 2017/2018 Budget.

#### ***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 14, 2017.

#### ***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail Programs

Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

San Bernardino County Transportation Authority

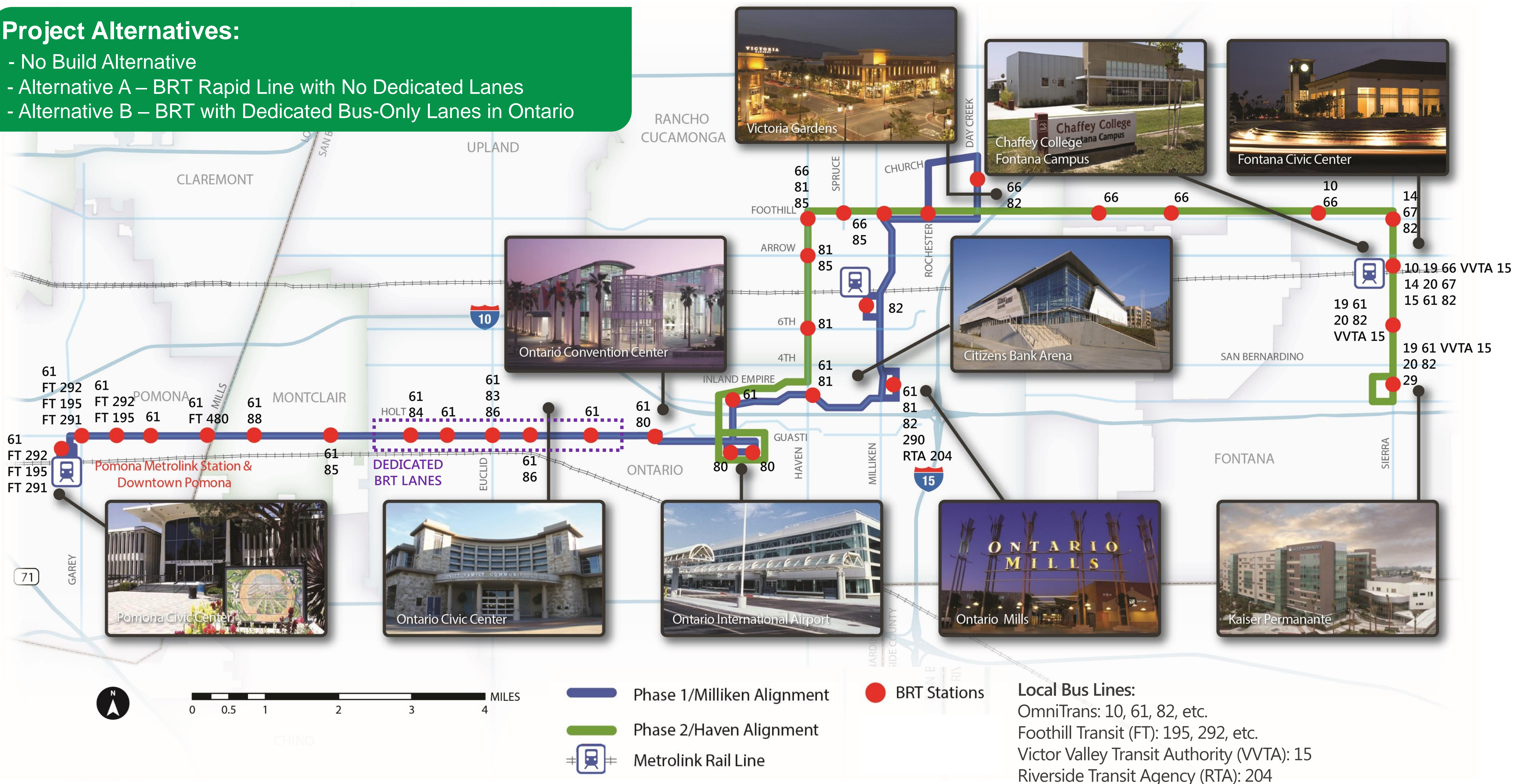
# West Valley Connector

## Bus Rapid Transit Project

### Project Definition & Dedicated BRT Lanes

#### Project Alternatives:

- No Build Alternative
- Alternative A – BRT Rapid Line with No Dedicated Lanes
- Alternative B – BRT with Dedicated Bus-Only Lanes in Ontario



Pomona | Montclair | Ontario | Rancho Cucamonga | Fontana

Plan. Build. Move.

Exhibit 1

## *Minute Action*

AGENDA ITEM: 19

**Date:** *January 4, 2018*

**Subject:**

State and Federal Legislative Update

**Recommendation:**

Receive and file the December 2017 State and Federal Legislative Update.

**Background:**

**STATE UPDATE**

The State Legislature will reconvene on Wednesday January 3, 2018.

**SB 1** (The Road Repair and Accountability Act of 2017) updates

- **Repeal Effort**

On May 4th, Assemblyman Travis Allen filed an initiative to repeal most sections of SB 1. A title and summary were issued by the state Attorney General on July 10, 2017 and proponents of the repeal were granted permission to begin collecting signatures. The number of signatures needed to qualify a measure for the ballot is based on the total number of votes cast for the office of governor. For an initiated state statute, petitioners must collect signatures equal to 5 percent of the most recent gubernatorial vote – so for the 2018 ballot, the number of signatures required is 365,880. Signatures are due on January 8, 2018 to ensure that the certification of those signatures can be completed before the certification deadline. Signatures need to be certified at least 131 days before the 2018 general election – which is June 28, 2018.

**FEDERAL UPDATE**

Since the report given to the General Policy Committee on December 13<sup>th</sup>, there have been several updates in items related to federal legislation.

**Tax Reform**

The House and Senate released its Conference Report to accompany H.R. 1, the Tax Cuts and Jobs Act, on December 15<sup>th</sup>. Some of the key provisions include:

- Lowers individual tax rates to 10, 12, 22, 24, 32, 35 and 37 percent, while the corporate tax rate is lowered from 35 to 21 percent, effective January 1, 2018.
- Retains private activity bonds, New Markets Tax Credits, and up to \$7,500 in tax credits for electric vehicle purchases.
- Retains the 20 percent historic building rehabilitation credit while repealing the 10 percent credit for pre-1936 buildings.
- Eliminates state and local tax deductions (SALT) for income and sales tax while retaining SALT for property taxes at a capped deduction of \$10,000, eliminates the advance refunding bonds and repeals the individual mandate of the Affordable Care Act.

*Entity: San Bernardino County Transportation Authority*

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**Federal Budget**

On December 7<sup>th</sup>, the House and Senate passed a Continuing Resolution (CR) to fund the government at current spending levels through December 22, 2017 and will move to pass another CR to fund the government through January 19, 2018.

***Financial Impact:***

This item has no financial impact on the adopted Fiscal Year 2017/2018 Budget.

***Reviewed By:***

This item was received by the General Policy Committee on December 13, 2017.

***Responsible Staff:***

Otis Greer, Director of Legislative and Public Affairs

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Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

San Bernardino County Transportation Authority



## ***Minute Action***

AGENDA ITEM: 20

***Date:*** January 4, 2018

***Subject:***

Summary of Measure I Capital Improvement Plans of Member Agencies

***Recommendation:***

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA), accept the Measure I Summary Report of the Five-Year Capital Improvement Plans for Local Pass-Through Funds for Fiscal Year 2017/2018 through Fiscal Year 2021/2022.

***Background:***

The Measure I Expenditure Plan requires each local jurisdiction to annually adopt a Five-Year Capital Improvement Plan (CIP) that details the specific projects to be funded using Measure I Local Pass-Through Funds. Expenditures must be detailed in the CIP and adopted by resolution of the governing body.

All agencies, with the exception of the City of San Bernardino, have provided SBCTA with their adopted 2018-2022 CIP. The City anticipates the approval of their CIP at their Council meeting in January 2018.

In accordance with Measure I Strategic Plan Policy, the CIP shall:

1. Specifically identify improvements to be funded with Measure I Local Pass-Through Funds by street name, boundaries, and project type and must be adopted by resolution of the governing body.
2. Constrain the total amount of planned expenditures to 150% of SBCTA forecasted revenue for Measure I Local Pass-Through Funds plus any fund balances and/or revenue resulting from bonds secured by Measure I revenue.
3. Include no more than 50% of estimated annual revenue to general program categories, which are programs or projects without any identified streets (examples are pavement management programs, general maintenance, and system improvements).
4. Include total estimated cost of capacity enhancing projects to Nexus Study roadways, the Measure I share of project cost and the development share of cost. Maintenance projects or projects that do not enhance the capacity of a roadway do not require a development contribution in the Five-Year Plan.
5. List any single project expenditure in excess of \$100,000 as an individual project and not in a general program category.

***Entity:*** San Bernardino County Transportation Authority

In the San Bernardino Valley subarea, 20% of the total Measure I revenue is distributed monthly to the jurisdictions for their Local Streets projects on a per capita basis.

In the Mountain/Desert subareas, 68% of the total Measure I revenue is distributed monthly to the jurisdictions for their Local Streets projects based on 50% population and 50% return to source.

Jurisdictions have flexibility to move projects around in their CIP based on the necessities of the jurisdiction. However, in order for a project to be eligible for expenditure of Local Streets funds, the project must be included in the Five-Year CIP. If the change happens after the plan has been approved, a revised plan must be prepared and submitted to SBCTA prior to the end of the fiscal year. As the CIP is the basis for the annual audit, if a revised plan is not submitted it will result in an audit finding.

Attachment 1 summarizes the revenue available and the amount programmed for projects by each jurisdiction for Fiscal Year 2017/2018 through Fiscal Year 2021/2022. The CIPs contain locally prioritized and eligible projects for road maintenance, repair, and construction. Staff has confirmed that the plans meet the eligibility requirements of Measure I.

Attachment 2 provides the Expenditure Strategy provided by each jurisdiction. The Expenditure Strategy provides a general description of the types of uses of Measure I and provides an opportunity for jurisdictions to explain large balances being accumulated for future projects.

A copy of the submittals from all of the Member Agencies has been posted on the SBCTA website at <http://gosbcta.com/plans-projects/funding-measureI.html>.

***Financial Impact:***

This item has no financial impact on the adopted Fiscal Year 2017/2018 Budget.

***Reviewed By:***

This item was received and unanimously recommended for approval by the General Policy Committee on December 13, 2017.

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

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Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

ATTACHMENT 1  
FY2018-FY2022 CAPITAL IMPROVEMENT PLAN SUMMARY REPORT

Agency	MI Local Pass-through Ending Balance @ 6/30/17 (unaudited)	5 Year MI Local Pass-Through Revenue Estimate	Total 5 Year MI Local Pass-Through Available for Projects	150% of Estimated Measure I Plus Ending Balance @ 6/30/17	5 Year Total CIP Projected Projects	Do Projects Meet Measure Eligibility Requirements?	Resolution Number or Meeting Date
Adelanto	\$ 5,367,660	\$ 3,613,680	\$ 8,981,340	\$ 13,472,010	\$ 8,093,449	Yes	17-45
Apple Valley	\$ 2,749,520	\$ 10,596,150	\$ 13,345,670	\$ 20,018,505	\$ 19,102,640	Yes	2017-35
Barstow <sup>(1)</sup>	\$ 49,877	\$ 11,920,601	\$ 11,970,479	\$ 17,955,718	\$ 11,449,600	Yes	4889-2017
Big Bear Lake	246,486.01	\$ 2,251,546	\$ 2,498,032	\$ 3,747,047	\$ 2,597,350	Yes	2017-032
Chino	\$ 1,730,539	\$ 7,563,458	\$ 9,293,997	\$ 13,940,996	\$ 9,220,030	Yes	2017-050
Chino Hills	\$ 1,595,394	\$ 6,929,799	\$ 8,525,193	\$ 12,787,790	\$ 7,131,800	Yes	2017R-037
Colton	\$ 622,437	\$ 4,637,842	\$ 5,260,279	\$ 7,890,418	\$ 5,000,431	Yes	73-17
Fontana	\$ 10,993,746	\$ 18,295,210	\$ 29,288,956	\$ 43,933,434	\$ 22,912,296	Yes	2017-063
Grand Terrace	\$ 308,301	\$ 1,065,086	\$ 1,373,387	\$ 2,060,081	\$ 1,413,771	Yes	2017-33
Hesperia	\$ 1,076,266	\$ 14,300,878	\$ 15,377,144	\$ 23,065,716	\$ 17,805,518	Yes	R2017-044
Highland	\$ 6,517,000	\$ 4,678,289	\$ 11,195,289	\$ 16,792,934	\$ 12,461,000	Yes	2017-47
Loma Linda	\$ 120,413	\$ 2,103,208	\$ 2,223,621	\$ 3,335,432	\$ 2,195,000	Yes	2949
Montclair	\$ 1,417,291	\$ 3,357,043	\$ 4,774,334	\$ 7,161,501	\$ 2,400,000	Yes	17-3164
Needles	\$ 369,590	\$ 679,674	\$ 1,049,264	\$ 1,573,896	\$ 691,000	Yes	2017-068
Ontario	\$ 2,397,000	\$ 14,978,613	\$ 17,375,613	\$ 26,063,420	\$ 19,359,000	Yes	2017-079
Rancho Cucamonga	\$ 4,997,473	\$ 15,248,255	\$ 20,245,728	\$ 30,368,592	\$ 19,224,550	Yes	17-087
Redlands	\$ 2,883,708	\$ 6,013,017	\$ 8,896,725	\$ 13,345,088	\$ 6,013,017	Yes	7777
Rialto	\$ 4,562,771	\$ 9,154,346	\$ 13,717,117	\$ 20,575,676	\$ 11,863,990	Yes	7238
San Bernardino	\$ 8,125,483	\$ 18,659,226	\$ 26,784,709	\$ 40,177,064	\$ 8,000,938	Yes	Jan 2018
Twentynine Palms	\$ 722,034	\$ 2,357,212	\$ 3,079,246	\$ 4,618,869	\$ 3,817,160	Yes	17-18
Upland	\$ 2,832,131	\$ 6,606,229	\$ 9,438,360	\$ 14,157,540	\$ 7,761,801	Yes	6420
Victorville	\$ 8,228,406	\$ 26,623,808	\$ 34,852,214	\$ 52,278,321	\$ 38,531,405	Yes	17-055
Yucca Valley	\$ 1,588,994	\$ 3,933,657	\$ 5,522,651	\$ 8,283,977	\$ 4,326,434	Yes	17-33
Yucaipa	\$ 138,000	\$ 4,678,289	\$ 4,816,289	\$ 7,224,434	\$ 5,869,162	Yes	2017-21
San Bernardino County							
--Colorado River Subarea	\$ 63,968	\$ 193,326	\$ 257,294	\$ 385,941	\$ 210,000	Yes	2017-188
--Morongo Basin Subarea	\$ 1,390,906	\$ 1,993,130	\$ 3,384,036	\$ 5,076,055	\$ 3,225,000	Yes	2017-188
--Mountains Subarea	\$ 1,077,853	\$ 5,044,454	\$ 6,122,307	\$ 9,183,461	\$ 6,434,000	Yes	2017-188
--North Desert Subarea	\$ 7,390,662	\$ 8,985,399	\$ 16,376,061	\$ 24,564,091	\$ 14,393,462	Yes	2017-188
--Valley Subarea	\$ 8,487,794	\$ 10,853,091	\$ 19,340,885	\$ 29,011,328	\$ 16,467,300	Yes	2017-188
--Victor Valley Subarea	\$ 4,489,271	\$ 7,657,484	\$ 12,146,755	\$ 18,220,133	\$ 8,499,500	Yes	2017-188
TOTALS	\$ 92,540,975	\$ 234,972,001	\$ 327,512,976	\$ 491,269,464	\$ 296,470,604		

**NOTES:**

(1) Acceleration of projects due to Barstow's Total Road Improvement Pooled Financing Program

Attachment: Attachment 1 - 2018-2022 CIP Summary Report (4360 : Summary of Measure I Capital

**ATTACHMENT 2  
MEASURE I EXPENDITURE STRATEGY  
FY2018-2022  
Valley Subarea**

Chino	<p>The City of Chino will continue to place emphasis on both the regional and sub-regional arterial roadway system during the next five years of the Measure I program. At least 50 percent of the Measure I funds will be earmarked for specific capital projects that are geared toward improving traffic flow and motorist convenience. Failing pavement surfaces will be rehabilitated and traffic striping modified as needed to accommodate increased traffic demand, and intersection capacity will be improved with new and modified traffic signals.</p> <p>In addition to the above capital projects program, Chino will continue to allocate up to 50 percent of the annual Measure I funds toward public works maintenance activities. Maintenance work will continue to include the City's traffic signal maintenance, sidewalk and curb repair, and pavement repair and overlay on the local street system.</p>
Chino Hills	<p>It is the City of Chino Hills' intent to expend Measure I revenue for the following types of projects:</p> <ul style="list-style-type: none"> <li>*Construction of the City's Annual Street Improvement Program: Overlay and/or slurry seal of specified streets to maintain a high level of pavement trafficability;</li> <li>*Make on-going repairs/improvements to the City's sidewalks;</li> <li>*Conduct the Annual Striping Program;</li> <li>*Provide funding to address ADA accessibility issues within the City's public right-of-way; and</li> <li>*Systematically replace traffic signal LED signals and traffic signal controllers to ensure the highest level of public safety.</li> </ul>
Colton	<p>The City of Colton allocates approximately ninety percent (90%) of annual Measure I revenue for system improvements to streets infrastructure. Delivery of these improvements is focused on streets requiring rehabilitation or safety enhancement improvements. Measure I funds are also being used to provide local match for federal and state grant funded projects; these projects are focused on improving Colton's infrastructure and/or transportation system for pedestrian/bicycle/vehicular traffic.</p> <p>The remaining ten percent (10%) of the City's annual Measure I revenue are allocated to traffic safety such as traffic sign installation/replacement, striping and traffic signal upgrade. All identified improvements are consistent with the goals of the city's General Plan Circulation Element.</p>
Fontana	<p>Measure I pass-through funds will be used by the City of Fontana for a variety of transportation related projects with the goal of continuing to invest in the city's infrastructure by maintaining and improving the city's existing infrastructure. It is the intent of the City to expend all of the Measure I pass-through funds as they are received. The program provided focuses on relief of traffic congestion.</p>
Grand Terrace	<p>The City of Grand Terrace has adopted a Measure I expenditure strategy that focuses on improvements to existing facilities through an annual Pavement Management Program. In addition to slurry and grind and overlay treatment of City streets, the expenditure strategy includes: a tree trimming program to increase visibility along roadways, ADA curb ramp and sidewalk repair programs as well as other necessary improvements to the right of way as needed.</p>
Highland	<p>The City of Highland intends to expend Measure I Local Street Program Pass-Through revenue primarily to improve pavement conditions on the City's roadway network by constructing various pavement management projects including pavement rehabilitation, overlay, slurry seal, and crack seal projects.</p>
Loma Linda	<p>The City of Loma Linda is intent upon efficiently maintaining our existing roadway system. The streets in Loma Linda are constructed of asphalt concrete (AC). These streets are in various stages of their life expectancy. A typical AC street improvement has a life expectancy of 15-20 years. Through proper pavement management, this can be extended by as much as 20 years. Our strategy is to utilize a combination of slurry seal method, grind and overlay the top 0.1" and pulverize existing AC for base and repave for rehabilitation. This pavement management program has shown to be effective in delaying the eventual complete reconstruction, including subgrade, of a roadway segment.</p> <p>Measure I funding is critical to this effort. We have dedicated the majority of funding to maintenance activities as described above along with the adjacent sidewalk, curb and gutter and access ramp maintenance. A portion of funding is earmarked for addressing increased capacity demand along certain segments that have experienced growth. New roadway segments may be considered in the future and will be addressed with CIP planning at that time.</p>

Montclair	<p>The City of Montclair plans on using Measure I as matching funds for federal funds associated with the construction of a grade separation project at Monte Vista Avenue and the Union Pacific Railroad tracks, and the development of plans for the rehabilitation of the existing bridge at the Central Avenue/Union Pacific Railroad tracks. The City may also use Measure I funds to accomplish work related to this project for which there are no federal funds. The City also intends to expend Measure I funds on maintenance of City streets to the extent permissible under SBCTA policies. Finally, this year, the City will underprogram the projected Measure I funding to allow building up funds for two major street improvement efforts, including the improvements of several streets in the North Montclair Specific Plan area.</p>										
Ontario	<p>The City of Ontario's Expenditure Strategy is to improve the regional, sub-regional, and collector street roadway system by programming up to fifty percent of annual Measure I revenue towards its long term Pavement Management Program. The remaining funds will be programmed by individual projects, such as, traffic signals, and other roadway rehabilitation work designed to improve traffic flow and motorist's convenience.</p>										
Rancho Cucamonga	<p>The Measure "I" Capital Improvement Plan Expenditure Strategy for the expenditure of Measure I funds will use the City's General Plan Circulation Element as a basis. It is anticipated that the funds will be allocated in the following manner:</p> <table border="1" data-bbox="292 567 1373 709"> <thead> <tr> <th data-bbox="292 567 568 598">Percent</th> <th data-bbox="568 567 1373 598">Type of Improvement</th> </tr> </thead> <tbody> <tr> <td data-bbox="292 598 568 619">66</td> <td data-bbox="568 598 1373 619">Maintenance, Rehabilitation and Repair of Existing Roadways</td> </tr> <tr> <td data-bbox="292 619 568 640">26</td> <td data-bbox="568 619 1373 640">Traffic Signal Improvements, Payment Striping and Maintenance</td> </tr> <tr> <td data-bbox="292 640 568 661">6</td> <td data-bbox="568 640 1373 661">Concrete Services (ADA, Repairs and Sidewalk)</td> </tr> <tr> <td data-bbox="292 661 568 709">3</td> <td data-bbox="568 661 1373 709">Pavement Management</td> </tr> </tbody> </table>	Percent	Type of Improvement	66	Maintenance, Rehabilitation and Repair of Existing Roadways	26	Traffic Signal Improvements, Payment Striping and Maintenance	6	Concrete Services (ADA, Repairs and Sidewalk)	3	Pavement Management
Percent	Type of Improvement										
66	Maintenance, Rehabilitation and Repair of Existing Roadways										
26	Traffic Signal Improvements, Payment Striping and Maintenance										
6	Concrete Services (ADA, Repairs and Sidewalk)										
3	Pavement Management										
Redlands	<p>The City of Redlands intends to use Measure I dollars to partially fund the City's City Council-approved Pavement Accelerated Repair Implementation Strategy (PARIS) program. The City's Pavement Management Program, which provides a decision making matrix in identifying streets that are priority paving projects, will be used to determine future Measure I Capital Improvement Plans.</p>										
Rialto	<p>The City of Rialto intends to utilize Measure I for streets and right of way maintenance programs, street reconstruction and improvements. The majority of projects are structured for implementation within the five year planned schedule. The City intends to accumulate Measure I revenue for specific large projects that may span multiple years and budget carried forward appropriately until completion of the project(s).</p>										
San Bernardino	<p>The City of San Bernardino will continue to place emphasis on both its regional and sub-regional arterial roadway system. At least fifty percent of our Measure I funds allocation will be earmarked for specific capital projects that are geared toward improving traffic flow and motorist convenience. Failing pavement surfaces will be rehabilitated and traffic striping modified as needed to accommodate increased traffic demand, and intersection capacity will be improved with new and modified traffic signals.</p> <p>In addition to the above capital projects program, San Bernardino will continue to allocate up to fifty percent of its annual Measure I funds towards public works maintenance activities. Maintenance work will continue to include the City's traffic signal systems, sidewalk and curb repair, and pavement repair and overlay on the local street system.</p>										
Upland	<p>The City of Upland's existing road network is fairly well established. Therefore, the City's primary use of Measure I Funds will be for the reconstruction and maintenance of existing City streets. It is the City's intent to design and begin construction of the project the same year the project is identified in the Five-Year Capital Improvement Plan.</p>										
Yucaipa	<p>Beginning with the 2014-2015 Fiscal Year, the City of Yucaipa has allocated 100% of Measure I revenues to the maintenance of existing streets. Those maintenance efforts are delivered through the City's annual Pavement Management Program (PMP) included in the Capital Improvement Program (CIP) approved and adopted as part of the City's annual budget in June of every year." Nothing has changed in the City's procedures since 2014-2015 Fiscal Year.</p>										
San Bndo County	<p>The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and ADA improvements) and may include projects to improve circulation, drainage and traffic control devices.</p>										

**MEASURE I EXPENDITURE STRATEGY  
Colorado River Subarea**

**Needles** The City intends to accumulate Measure I revenue for a specific large project (i.e., "pay-as you go"). Please refer to the list of projects on the attached Five Year Capital Improvement Plan.

**San Bndo County** The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and ADA improvements) and may include projects to improve circulation, drainage and traffic control devices.

**MEASURE I EXPENDITURE STRATEGY  
Morongo Basin Subarea**

**Twenty-nine Palms** The City intends to accumulate Measure I revenue for a specific project (i.e. "pay-as-you-go").

**Yucca Valley** Measure I Major Local Highway revenues are managed by SBCTA. By September 30th of each year, the Town shall submit a written request to SBCTA specifying the scope of the project(s), the requested amount and other fund sources required to fully fund the project(s).

**San Bndo County** The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and ADA improvements) and may include projects to improve circulation, drainage and traffic control devices.

**MEASURE I EXPENDITURE STRATEGY  
Mountains Subarea**

**Big Bear Lake** Measure I pass through funds will be used by the City of Big Bear Lake for a variety of transportation related projects, including reconstruction of existing roadways, installation of drainage systems with associated road widening, maintenance of existing roadways and support of the local transit authority. The funds are allocated at 25%, 70% and 5% respectively for arterial, local and transit projects. It is the intent of the City to expend all Measure I pass through funds as they are received.

The City of Big Bear Lake is in the process of constructing the City of Big Bear Lake 2017/18 Street Rehabilitation Project for Fiscal Year 2017/18. This major project will include full reconstruction of 95,000 SF of paved surface, Cape Seal of 250,000 SF of paved surface, Slurry Seal of 106,000 SF of paved surface and 14,000 SF of asphalt overlay as well as drainage and shoulder improvements. Several of the major projects scheduled through year 2022 include, Moonridge Road, Summit Blvd. Lagunita Lane, Manzanita Court and the matching funds for our Active Transportation Project grant for bicycle lanes and sidewalk on Big Bear Blvd from Stanfield cut-off and the sidewalk on Big Bear Blvd. from Edgemoor to Cienga.

Streets identified for re-construction are chosen based on their classification within the City's Pavement Management Plan and in coordination with the local utilities. Extensive re-construction of existing utilities by the utility companies is scheduled for the next five years and is being carefully coordinated with City paving projects to minimize conflicts on newly reconstructed roads. All construction funds are being expended to maintain, improve and/or reconstruct existing city roadways.

**San Bndo County** The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and ADA improvements) and may include projects to improve circulation, drainage and traffic control devices.

**MEASURE I EXPENDITURE STRATEGY  
North Desert Subarea**

**Barstow** Each year, the City receives approximately \$2.1 million in Measure "I" funds. On September 17, 2012, the City Council approved joining the Statewide street financing program called the Total Road Improvement Program (TRIP) offered by the California Statewide Communities Development Authority (California Communities). Through the TRIP program, the City can pledge two-thirds (2/3) of its annual Measure "I" allocation towards a financing measure to raise funds for the rehabilitation and reconstruction of City streets in failing conditions.

The remaining one-third of Measure "I" allocations will be used by the City in the pavement reconstruction, preservation and maintenance of the streets.

**San Bndo County** The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and ADA improvements) and may include projects to improve circulation, drainage and traffic control devices.

**MEASURE I EXPENDITURE STRATEGY  
Victor Valley Subarea**

**Adelanto** The City of Adelanto's Measure I expenditure strategy for 2017-2022 is to utilize the existing funding reserves that have been accumulated over previous cycles and the anticipated revenues over the next 5 years to complete existing projects and repair critical segments of existing arterial roadways. Half of the annual revenues will be expended on categorical maintenance projects like potholes and crack sealing, striping and signage replacement, and concrete repairs. The remaining funds will be used primarily in rehabilitating roads which are in critical need.

**Apple Valley** Measure I Local Pass-Through Funds will be used by the Town of Apple Valley for a variety of transportation related projects, including adding capacity to our regional arterial system, reconstruction, and regular and periodic maintenance of existing roadways. These Measure I funds allocated for the Town's local street program (68%) are allocated with a minimum of 50% of the funds expended on these roads identified specifically on our plan (categorical). For those roads specifically identified within the plan, some require that the Town accumulate Measure I revenue for such large projects. The balance of these funds, up to 50% of the total fund, are identified for construction and regular maintenance chosen based on the Town's priority within the Town's Pavement Management Program (non-categorical).

**Hesperia** The majority of Measure I revenue is planned to be utilized for the following types of eligible transportation improvements and policy prioritizations:

- \* Intent to allocate 50% or less of anticipated annual revenue on General Program Categorical expenditures. Specifically, the Measure I funds will be utilized annually to supplement the City's Street Division General Maintenance Program. This includes preservation and upkeep of existing and newly reconstructed roads to original constructed condition in order to maintain their integral useful life and to provide safe, convenient, and practical intercity transportation.
- \* Intent to allocate the remaining 50% of the anticipated annual revenue on the rebuilding and betterments of local roadways and alternative transportation. Local roadway betterments are scheduled to be completed under the Annual Street Improvement Project which includes full removal and reconstruction efforts designated to roads in the City in the worst condition. Targeted construction areas included in the current annual project program will provide a third reconstructed section of Main Street and slurry seal to local roads which have been rehabilitated in the last five years. Other transportation projects in the current fiscal year program include the Main Street Traffic Synchronization Project and the Park and Ride Expansion project which will help to improve circulation and encourage alternative modes of transportation thereby alleviating traffic congestion and improving mobility.
- \* Beginning in Fiscal Year 2018/2019, the first payment of the Rancho Road Interchange Public Share Reimbursement is due to SANBAG. This 10 year payback agreement between the City and SANBAG allowed the advancement of the Rancho Road Interchange project whereby the City borrowed its local share of the project funding from SANBAG. The City obligated Development Impact Fees (DIF) as the source of this repayment, but if insufficient DIF fees are collected, SANBAG will withhold the City's annual Measure I allocation to make the payment whole on an annual basis. It is estimated that approximately 250 new homes will need to be constructed each year to meet the demands of this agreement. Due to the slow economic recovery throughout the Victor Valley, staff is anticipating that a portion of the City's Measure I annual allocation will have to be scheduled to cover the agreement.

Victorville

The City of Victorville's Measure I Capital Improvement Expenditure Strategy balances expenditures between different categories of projects based on the City's needs. The project categories include the following: capacity increasing, reconstruction and rehabilitation; maintenance, preliminary engineering and environmental studies; right of way acquisition; and final design. Also included are categorical expenditures for maintenance of roads, traffic controls, traffic signals, traffic engineering and the purchase of vehicles or equipment for street related purposes.

Capacity increasing projects include modified or new interchanges, new road construction, widening existing roads, construction of bikeways as an integral part of the street system, and new traffic signals. Reconstruction and rehabilitation of roads can include removing and replacing pavement sections, asphalt-concrete overlays of one inch or more in thickness or various other methods, including re-striping for bike lanes. Maintenance of roads can include overlays less than one inch, cape seals and slurry seals. Traffic control includes the maintenance and operation of signing and striping including sign and marking replacements and new signs and markings. Traffic signal maintenance includes operations and maintenance for traffic signals and various equipment replacements or upgrades. Traffic engineering encompasses all traffic engineering activities.

San Bndo County

The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and ADA improvements) and may include projects to improve circulation, drainage and traffic control devices.



## *Minute Action*

AGENDA ITEM: 21

**Date:** *January 4, 2018*

**Subject:**

Fiscal Year 2017/2018 State of Good Repair Program Allocations

**Recommendation:**

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

- A. Allocate \$3,360,533 of State of Good Repair (SGR) Program funds to the following projects:
- i. SBCTA – Santa Fe Depot Structural Rehab & Repair - \$687,300
  - ii. Omnitrans – I Street Facility Upgrades - \$1,558,464
  - iii. Mountain Transit – Bus Stop Improvements - \$73,623
  - iv. Morongo Basin Transit Authority (MBTA) – Facility Lighting Upgrades - \$10,100
  - v. MBTA – Bus Stop Upgrades - \$67,436
  - vi. MBTA – Security Surveillance Upgrades - \$3,030
  - vii. MBTA – Vehicle Rehabilitation - \$23,706
  - viii. Victor Valley Transit Authority (VVTA) – Replacement Buses - \$681,847
  - ix. City of Needles – Preventative Maintenance - \$7,201
  - x. Southern California Regional Rail Authority (SCRRA) – Metrolink Capital Maintenance - \$247,826
- B. Approve Resolution No. 18-024 authorizing the SBCTA Executive Director, or his designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2017/2018 SGR funds for the projects listed above, and execute the Certifications and Assurances and other required documents for the SGR Program.

**Background:**

Senate Bill (SB) 1, also known as the Road Repair and Accountability Act of 2017, was approved on April 28, 2017, and will provide over \$50 billion in new transportation funding over the next decade to improve transit service and repair highways, bridges, and local roads. The State of Good Repair (SGR) Program, derived from the approval of SB 1, will be funded from a portion of a new Transportation Improvement Fee on vehicle registrations and will provide approximately \$105 million annually to transit operators in California for eligible maintenance, rehabilitation, and capital projects. While SB 1 addresses a variety of transportation needs, the SGR Program has a specific goal of keeping transit systems in a state of good repair including the maintenance and rehabilitation of transit facilities and vehicles and the purchase of new transit vehicles.

To be administered by the California Department of Transportation (Caltrans), SGR Program funds are apportioned to eligible agencies utilizing the State Transit Assistance (STA) Program

*Entity: San Bernardino County Transportation Authority*

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formula. The formula apportions fifty percent of the SGR funds by population and the remaining fifty percent by operator revenues from the prior fiscal year in accordance with Public Utilities Commission (PUC) 99313 and PUC 99314, respectively. The State Controller's Office (SCO) is responsible for determining the estimated funding levels for PUC 99313 (Population Share) and PUC 99314 (Operator Share) funds. For the San Bernardino region, the SCO estimated an apportionment of \$2,869,511 in Population Share funds and \$491,022 in Operator Share funds, for a total of \$3,360,533 in Fiscal Year 2017/2018.

SBCTA, as the regional transportation planning agency, will receive direct allocations of SGR funds in accordance with PUC Section 99312.2(c) and is responsible for allocating SGR-Population Share funds to projects based on local need and sub-allocating SGR-Operator Share funds to the transit operators in the San Bernardino region based on the amounts published by the SCO. SBCTA is further responsible for providing a list annually to Caltrans of all projects proposed to be funded with SGR funds made available to San Bernardino County. Agencies eligible to receive SGR funds include SBCTA, Omnitrans, VVTA, MBTA, Mountain Transit, City of Needles, and SCRRA.

Consistent with the PUC 99313 funding formula utilized by the SCO, SBCTA staff recommends apportioning SGR-Population Share funds to the Valley and Mountain/Desert areas based on the ratio of the population of these subareas to the total population of San Bernardino County. Table 1 indicates the Valley and Mountain/Desert SGR-Population Share apportionments based on a population formula.

**Table 1 - Fiscal Year 2017/2018 SGR-Population Share Apportionment**

<b>Fiscal Year 2017/2018 SGR Funds Per PUC Section 99313</b>			<b>Formula Share</b>
			<b>\$ 2,869,511</b>
<b>Apportionment Area</b>	<b>Population</b>	<b>Percentage</b>	<b>Fiscal Year 2017/2018 Apportionment</b>
Valley	1,568,083	72.59%	\$2,082,978
Mountain/Desert	592,173	27.41%	\$786,533
<b>Total</b>	<b>2,160,256</b>	<b>100.00%</b>	<b>\$2,869,511</b>

Population Source: California Department of Finance and County Demographic Research Unit January 2017

As indicated in Table 2, SBCTA staff recommends further apportioning the Mountain/Desert SGR-Population Share apportionment to the Mountain/Desert transit operators in accordance with the population of their respective service areas. The Valley SGR-Population Share apportionment will be allocated to Omnitrans, SBCTA, and SCRRA based on need. As required, SGR-Operator Share funds will be sub-allocated to the transit operators in the San Bernardino region based on the amounts published by the SCO.

**Table 2 – Recommended Fiscal Year 2017/2018 SGR Allocations**

<b>Fiscal Year 2017/2018 SGR Funds</b>			
<b>Agency</b>	<b>PUC 99313 Population Share</b>	<b>PUC 99314 Operator Share</b>	<b>Total SGR Allocation</b>
SBCTA	\$ 687,300	\$ -	\$ 687,300
Omnitrans	\$ 1,395,678	\$ 162,786	\$ 1,558,464
Mountain Transit	\$ 68,868	\$ 4,755	\$ 73,623
MBTA	\$ 98,711	\$ 5,561	\$ 104,272
VVTA	\$ 612,354	\$ 69,493	\$ 681,847
City of Needles	\$ 6,600	\$ 601	\$ 7,201
SCRRA	\$ -	\$ 247,826	\$ 247,826
<b>Total</b>	<b>\$ 2,869,511</b>	<b>\$ 491,022</b>	<b>\$ 3,360,533</b>

In October 2017, SBCTA staff contacted all transit operators and the SBCTA Department of Transit and Rail requesting the submission of a proposed list of projects to be funded with SGR funds. It should be noted that MBTA has elected to fund multiple projects with their allocation of SGR funds, as indicated below. Based on project list submittals and coordination with the operators concerning the availability of funds, SBCTA staff is recommending the following projects for Fiscal Year 2017/2018 SGR allocations:

Santa Fe Depot Structural Rehab & Repair - \$687,300

SBCTA will utilize SGR funds to perform various structural repairs in the east and west wing basements of the San Bernardino Santa Fe Depot and the Masonry Arch of the Harvey House.

I Street Facility Upgrades - \$1,558,464

Omnitrans is in the process of converting its Paratransit fleet to Compressed Natural Gas (CNG) and the facility on I Street is currently not equipped to maintain CNG vehicles. Omnitrans will use SGR funds to perform various upgrades to the I Street Facility which will include CNG vehicle maintenance upgrades and a methane detection system for safety purposes.

Bus Stop Improvements - \$73,623

With SGR funds, Mountain Transit will improve bus stops in the Mountain Transit service area. The bus stop improvements will include design plans, construction of the bus pad and shelter, and solar lighting. Americans with Disabilities (ADA) improvements will be implemented as necessary.

Facility Lighting Upgrades - \$10,100

In order to improve safety and visibility, MBTA will perform upgrades to the facility lighting system at the MBTA Operations Center located in Joshua Tree. The Facility Lighting Upgrade Project will consist of replacing the current lighting system to a more efficient LED lighting system.

San Bernardino County Transportation Authority

Bus Stop Upgrades - \$67,436

MBTA will upgrade the bus stop located at State Route 62 and Elk Trail in Yucca Valley to improve accessibility and safety. The upgraded bus stop will include an ADA accessible ramp, sidewalk, concrete bus shelter pad, and a bus shelter.

Security Surveillance Upgrades - \$3,030

MBTA will utilize SGR funds to upgrade various security cameras and related equipment in or around the MBTA facilities located in Joshua Tree, Yucca Valley, and Twentynine Palms.

Vehicle Rehabilitation – \$23,706

In order to ensure passenger safety and service reliability, MBTA will use SGR funds to fund vehicle rehabilitations which may include engine or transmission replacements.

Replacement Buses - \$681,847

Consistent with VVTA's vehicle replacement plan, VVTA systematically replaces transit coaches that are currently part of the active fleet. VVTA has been utilizing Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds as a matching fund source to the Federal Transit Administration (FTA) grants VVTA obtains for replacement vehicles. Implemented in 2006, the PTMISEA Program was to provide funding for capital projects over a ten-year period. With the cessation of PTMISEA funding, the SGR Program provides an alternate matching fund source to the FTA grants VVTA receives for vehicle replacement costs.

Preventative Maintenance - \$7,201

Per an agreement with the City of Needles, McDonald Transit Associates, Inc. provides Needles Area Transit service and facilitates preventative maintenance on the vehicles used for service. The City of Needles will utilize SGR funds to partially fund the preventative maintenance portion of the McDonald Transit Associates, Inc. contract.

Metrolink Capital Maintenance - \$247,826

SCRRA will utilize SGR funds to rehabilitate, reconstruct, or replace various Metrolink structures and equipment vital to Metrolink service including track, track beds, signals, communication systems, facilities and stations, platforms, signage, and rolling stock.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, in order to maintain eligibility for SGR funding, eligible recipients must comply with various reporting requirements. Additionally, each recipient must submit to Caltrans a signed Authorized Agent Form (Attachment A) and an approved Certifications and Assurances document (Attachment B) prior to receiving their first SGR allocation. The submittal of these documents is a one-time requirement; however, a re-submittal of an amended Authorized Agent form is required should a recipient undergo a change to the approved authorized agents.

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SBCTA staff intends on passing through the suballocations of SGR funds to the appropriate subrecipients. Disbursements will occur on a quarterly basis with the Fiscal Year 2017/2018 expected to occur in May and August 2018. Memorandums of understanding between SBCTA and the subrecipients outlining the roles and responsibilities related to the administration of the SGR Program will be presented to the SBCTA Board of Directors prior to the first disbursement.

***Financial Impact:***

This item is consistent with the adopted Fiscal Year 2017/2018 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 14, 2017.

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

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Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

**RESOLUTION NO. 18-024**

**RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION  
AUTHORITY AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND  
ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE CALIFORNIA STATE  
OF GOOD REPAIR PROGRAM AND FOR THE PROJECTS FUNDED BY  
CALIFORNIA STATE OF GOOD REPAIR PROGRAM FUNDS**

**WHEREAS**, the San Bernardino County Transportation Authority (SBCTA) is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

**WHEREAS**, SBCTA wishes to delegate authorization to execute these documents and any amendments thereto to Raymond W. Wolfe, Executive Director; and

**WHEREAS**, SBCTA wishes to implement the SGR Projects listed below.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the San Bernardino County Transportation Authority, as follows:

Section 1. The fund recipient, SBCTA, agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and the Authorized Agent documents and applicable statutes, regulations and guidelines for all SGR funded transit projects.

Section 2. The SBCTA Executive Director, Raymond W. Wolfe, is authorized to execute all required documents of the SGR program, and any Amendments thereto with the Department.

Section 3. The submittal of the following project nominations to the Department for Fiscal Year 2017/2018 SGR funds is hereby authorized:

Santa Fe Depot Structural Rehab & Repair  
I Street Facility Upgrades  
Bus Stop Improvements  
Facility Lighting Upgrades  
Bus Stop Upgrades

Security Surveillance Upgrades  
Vehicle Rehabilitation  
Replacement Buses  
Preventative Maintenance  
Metrolink Capital Maintenance

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on January 4, 2018.

\_\_\_\_\_  
Alan D. Wapner, President

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Attachment: RESOLUTION 18-024 SGR (4362 : Fiscal Year 2017/2018 State of Good Repair Program Allocations)



**ATTACHMENT A**

Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2017-2018 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

\_\_\_\_\_  
(Name and Title of Authorized Agent) *OR*

\_\_\_\_\_  
(Name and Title of Authorized Agent) *OR*

\_\_\_\_\_  
(Name and Title of Authorized Agent)

*AS THE* \_\_\_\_\_  
(Chief Executive Officer / Director / President / Secretary)

*OF THE* \_\_\_\_\_  
(Name of County/City Organization)

\_\_\_\_\_  
(Print Name) (Title)

\_\_\_\_\_  
(Signature)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Attachment: ATTACHMENT A Authorization\_Form (4362 : Fiscal Year 2017/2018 State of Good Repair Program Allocations)



**ATTACHMENT B**

Page 1

**State Transit Assistance State of Good Repair Program****Recipient Certifications and Assurances****Recipient:** \_\_\_\_\_.**Effective Date:** \_\_\_\_\_.

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

**A. General**

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project.
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

**B. Project Administration**

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

## ATTACHMENT B

Page 2

- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

### C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
  - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31<sup>st</sup>) of each year.
  - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

### D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

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comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

### E. Record Retention

- (1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

**ATTACHMENT B**

Page 4

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

**F. Special Situations**

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

**AGENCY NAME****BY:**

\_\_\_\_\_  
 AUTHORIZING OFFICER, Title  
 Unit/Department

## *Minute Action*

AGENDA ITEM: 22

**Date:** *January 4, 2018*

**Subject:**

Board Member Appointments

**Recommendation:**

A. Note upcoming elections for SCAG Districts 6, 8, and 10 tentatively scheduled on March 7, 2018, immediately following the regularly scheduled San Bernardino County Transportation Authority (SBCTA) Board meeting.

B. Note one vacancy on the SCAG Energy and Environment Committee.

C. Note the vacancy for an Ex-Officio representative on the SR 91 Advisory Committee.

D. Note the vacancy for an alternate member on the Mobile Source Air Pollution Reduction Review Committee.

E. Approve the re-appointment of Supervisor Janice Rutherford to the Sam and Alfreda L. Maloof Foundation for Arts and Crafts for a two year term expiring December 31, 2019.

F. Approve the appointment of Mayor Pro Tem Alan Wapner to the Southern California Regional Rail Authority as a primary voting member.

**Background:**

**Recommendation A:** The terms of appointment for representatives to the Southern California Association of Governments (SCAG) Regional Council in Districts 6, 8, and 10 expire at the conclusion of the 2018 SCAG General Assembly on May 4, 2018. The election for the Regional Council representatives, which is conducted by SBCTA, is tentatively scheduled for March 7, 2018 following the SBCTA Board meeting.

Members of the Board of Directors from cities within the SCAG Districts are eligible to serve as the District representative. If the SBCTA Board Member declines to be a candidate, the alternate for that city is eligible to declare his/her candidacy. Eligible candidates must also represent a city that is a dues paying member of SCAG at the time of the election. The term is two years.

Notification will be sent to each of the cities seeking candidates to declare their candidacy. The deadline for declaring candidacy is 5:00 PM., Monday, January 22, 2018. Following that date, SBCTA will provide notification of declared candidates to all Mayors and Councilmembers in the respective Districts.

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

Board of Directors Agenda Item

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**Recommendation B:** SBCTA currently has an opportunity for a member of the Board to serve on the SCAG Energy and Environment Committee. Board policy states that appointees to SCAG Committees must be Board Members. However, should there not be a Primary Board Member able to serve an Alternate Board Member may be appointed. The SBCTA President is authorized to make appointments to SCAG Committees. SCAG Committees meet the first Thursday of each month. Board members interested in appointment to this committee should notify the SBCTA President or Clerk of the Board.

**Recommendation C:** This vacant seat is an ex-officio member of the committee. Senate Bill 1316, as successor to Assembly Bill 1010, the enabling legislation for the Orange County Transportation Authority's (OCTA) purchase of the State Route 91 toll road, calls for the creation of an Advisory Committee composed of 10 voting members and three non-voting members. The voting members of the Advisory Committee consist of five members from Orange County Transportation Authority Board of Directors and five members from the Riverside County Transportation Commission. The non-voting members are composed of the California Department of Transportation District Directors from Districts 8 and 12, and a member of the San Bernardino County Transportation Authority. The Committee reviews issues and makes recommendations to OCTA regarding improvements in the area of SR 91 between I-15 and SR 55. This appointment is by approval of the Board of Directors. Board members interested in appointment should notify the SBCTA President or Clerk of the Board.

**Recommendation D:** Currently, there is an opportunity for a member of the Board to serve as the alternate member. The term of appointment is two years. This seat was previously held by Ed Graham, City of Chino Hills.

**Recommendation E:** This seeks the re-appointment of Supervisor Janice Rutherford to the Sam and Alfreda L. Maloof Foundation for the Arts and Crafts. This is a two-year appointment effective January 1, 2018 expiring December 31, 2019.

**Recommendation F:** The Transit Committee met on December 14, 2017 and recommended the appointment of Mayor Pro Tem Alan Wapner to the Southern California Regional Rail Authority as a primary voting member.

***Financial Impact:***

This item does not impact the Fiscal Year 2017/2018 budget.

***Reviewed By:***

This item has not received prior policy committee review.

***Responsible Staff:***

Vicki Watson, Clerk of the Board

Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## ***Minute Action***

AGENDA ITEM: 23

***Date: January 4, 2018***

***Subject:***

Presentation of the Comprehensive Annual Financial Report for Fiscal Year 2016/2017

***Recommendation:***

Receive San Bernardino County Transportation Authority's (SBCTA) Comprehensive Annual Financial Report (CAFR), Audit of the State Transit Assistance Fund of the County of San Bernardino, Audit of the Local Transportation Fund of the County of San Bernardino, and Single Audit Compliance Report for Fiscal Year 2016/2017.

***Background:***

The U.S. Office of Management and Budget (OMB) Single Audit Act and the Joint Powers Agreement creating SANBAG (blended component unit of SBCTA), require an annual audit be conducted of SBCTA. The audits of the financial statements for Fiscal Year 2016/2017 were performed by Crowe Horwath, LLP.

The financial audit includes four basic elements:

1. Audit of SBCTA's Basic Financial Statements;
2. Audit of the State Transit Assistance Fund of the County of San Bernardino;
3. Audit of the Local Transportation Fund of the County of San Bernardino; and
4. Single Audit Compliance Reports in accordance with the OMB Compliance Supplement.

Crowe Horwath, LLP issued an unmodified opinion which indicates that there are no material errors or omissions on the financial statements. This is the sixth year of issuing a Comprehensive Annual Financial Report (CAFR) for SBCTA. SBCTA has been awarded Excellence in Financial Reporting from Government Finance Officers Association for five consecutive years.

Highlights for the Fiscal Year 2016/2017 audit include the following:

- CAFR Format. The CAFR includes three main sections: Introductory, Financial, and Statistical:
  - The introductory section includes a letter of transmittal, Fiscal Year 2016 Certificate of Achievement for Excellence in Financial Reporting, organizational chart, and a list of principal officials.

*Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority, Service Authority for Freeway Emergencies*

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- The financial section includes the Independent Auditor's report, management discussion and analysis, basic financial statements, and required supplementary information.
  - Statistical section includes financial trends, revenue capacity, debt capacity, demographic and economic information, and operating information.
- Fiscal Position. SBCTA's net position increased by \$92,031,682 mainly due to recognition of construction in progress and recording a decrease of liability for the project advancement agreements. Fund balances increased by \$27,603,391 due to revenues exceeding expenditures for the fiscal year.
  - Single Audit. An unmodified opinion is issued by Crowe Horwath, LLP. The auditor disclosed two findings:

1. System access be segregated between Information Technology (IT) and Finance by limiting access of user profiles and timely add or remove users. Also, each user should have password protections where the user is the only party with access to the password for his/her profile.

Corrective Action: Finance and IT have initiated the process of improving internal controls over the access of EDEN, the financial system software. Current practice is for Finance to notify IT of any changes of access to EDEN. The change will only allow IT to edit user access in EDEN. IT is modifying procedures to allow only employees access to their passwords.

2. Construction in progress was not recorded in previous years. Management has corrected the error in fiscal year 2017.

Corrective Action: Finance is finalizing procedures to ensure adequate and appropriate control over SBCTA's and San Bernardino Council of Governments' (SBCOG) capital and inventorable assets and comply with federal and state guidelines and generally accepted accounting principles (GAAP). Finance staff has extensively communicated with all departments of SBCTA to ensure all capital assets and construction in progress (CIP) has been recorded. Finance has good communication with all departments to prevent not capitalizing CIP.

- Proprietary Fund. SBCTA elected to close the Santa Fe Depot Internal Service Fund and moved the related current financial resources into the General Fund as of July 1, 2016. SBCTA staff determined, and the Auditor concurred, that the fund is not correctly classified as proprietary fund since it does not operate on a cost recovery basis.

The Executive Board was informed on October 4, 2017 of the audit progress, audit procedures performed by the auditor, and deliverables.



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The CAFR; State Transit Assistance Fund Financial and Compliance Report; Local Transportation Fund Financial and Compliance Report; SBCTA Single Audit Compliance Report; GANN Limit Calculation; and Examination Letters for the Planning, Programming, and Monitoring Funds, Public Transportation Modernization, Improvement and Service Enhancement Account, and the Low Carbon Transit Operations Program Funds are being distributed separately from this staff report to all Board members.

***Financial Impact:***

This item has no direct impact on the Fiscal Year 2017/2018 budget. The audit contract costs are budgeted in Task 0400, Financial Management, in Indirect Fund and Local Transportation Fund.

***Reviewed By:***

This item has not received prior policy committee review. The audit progress, procedures, and deliverables were discussed with the Executive Board on October 4, 2017.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## *Minute Action*

AGENDA ITEM: 24

***Date:*** January 4, 2018

***Subject:***

Amendment No. 1 to Cooperative Agreement No. 17-1001587 with the Southern California Regional Rail Authority for the Design and Construction Support for Redlands Passenger Rail Project

***Recommendation:***

That the Board, acting in its capacity as the San Bernadino County Transportation Authority (SBCTA), authorize the Executive Director or his designee to execute Amendment No. 1 to Cooperative Agreement No. 17-1001587 with the Southern California Regional Rail Authority for the Design and Construction Support for Redlands Passenger Rail Project, increasing the contract amount by \$6,758,425.00, to be funded with a combination of Measure I Valley Metrolink/Passenger Rail Program and State Transit Assistance – Rail funds, for an estimated amended not-to-exceed amount of \$7,934,875.00.

***Background:***

The Redlands Passenger Rail Project (RPRP) project delivery team continues to advance the project towards the initiation of construction. One of the key partners assisting in the project is the Southern California Regional Rail Authority (SCRRA). On November 2, 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved Cooperative Agreement No. 17-1001587 with SCRRA for providing railroad design support services for the RPRP project.

A provision included in the Cooperative Agreement No. 17-1001587 required that a separate cooperative agreement addressing RPRP construction roles and responsibilities be executed by January 1, 2018, or prior to the start of rail infrastructure construction, which is now estimated to begin approximately July 2018. However, after further discussions with SCRRA staff, it is recommended that the cooperative agreement already in place be amended to include funding for initial construction support services and funding required to start the development of Positive Train Control (PTC) for the Diesel Multiple Units (DMUs). The draft agreement also includes provisions for SCRRA to temporarily use the San Bernardino Inland Empire Layover Facility owned by SBCTA until SBCTA requires it for the construction of the storage and maintenance facility of the DMUs.

The project team will evaluate the additional funding required for SCRRA's support during the construction phase of the project, which includes flagging, inspection, systems testing, and other close-out activities. A future amendment to this agreement will be required since this amendment does not include the funding for all the construction phase support activities. The amendment will be presented to the SBCTA Board once the proposed improvements for the mainline and maintenance facility are further defined.

*Entity: CTA, San Bernardino County Transportation Authority*

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***Financial Impact:***

This item is consistent with the Fiscal Year 2017/2018 Budget.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel has reviewed this item and draft amendment.

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail Programs

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Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

San Bernardino County Transportation Authority

**Contract Summary Sheet**

**General Contract Information**

Contract No: 17-1001587 Amendment No.: 1 Vendor No.: 02003  
 Vendor/Customer Name: Southern California Regional Rail Authority Sole Source?  Yes  No  
 Description: RPRP Design and Construction Services  
 Start Date: 11/02/2016 Expiration Date: 12/31/2019 Revised Expiration Date: 12/31/2023  
 Has Contract Term Been Amended?  No  Yes - Please Explain Scope added through construction  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 1,069,500.00	Original Contingency	\$ 106,950.00
Revised Contract (Inclusive of Prior Amendments)	\$ 1,069,500.00	Revised Contingency (Inclusive of Prior Amendments)	\$ 106,950.00
Current Amendment	\$ 6,758,425.00	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 7,827,925.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ 106,950.00</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 7,934,875.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 01/04/2018  
 Board of Directors Action: \_\_\_\_\_

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Andres Ramirez

Attachment: 17-10015877-1\_CSS [Revision 1] (4367 : Amendment No. 1 to Cooperative Agreement No. 17-1001587 with SCRRA)

**Amendment No. 1**

**COOPERATIVE AGREEMENT NO. 17-1001587**  
**BETWEEN**  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**  
**FOR**  
**REDLANDS PASSENGER RAIL PROJECT RAILROAD DESIGN AND**  
**CONSTRUCTION SUPPORT SERVICES**  
**REDLANDS SUBDIVISION MILE POST 0.9 TO MILEPOST 10.1**

This "Amendment No. 1" to the Cooperative Agreement for the Redlands Passenger Rail Project (RPRP), effective December 15, 2016, hereinafter referred to as the "AGREEMENT" is made effective as of the \_\_\_\_ day of \_\_\_\_\_ 2018, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA") and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY ("SCRRA"). Herein SBCTA and SCRRA are sometimes individually referred to as "PARTY", and collectively referred to as "PARTIES".

**RECITALS**

1. SBCTA and SCRRA entered into a cooperative agreement dated December 15, 2016, (SBCTA) that defined the term and condition for the design phase of the Redlands Passenger Rail Project ("RPRP" or "PROJECT").
2. PARTIES desire to amend the agreement to include initial construction support services and to further define the PARTIES' roles and responsibilities for the construction support services of the PROJECT, including the implementation of Positive Train Control (PTC) with functionality to support highway-crossing warning forestallment for near-side crossings.
3. PARTIES desire to amend the agreement to include SCRRA's temporary use of the San Bernardino Inland Empire Layover Facility owned by SBCTA, until SBCTA requires it to redevelop the facility for the PROJECT.

4. PARTIES agree that the additional funding identified in Exhibit D of this amendment is for limited construction support activities, including PTC development and implementation, and a future amendment will be needed once the construction support activities, system testing and commissioning activities are further defined.

NOW, THEREFORE, it is mutually understood and agreed by PARTIES as follows:

1. All references to “SANBAG” in the Agreement shall mean “SBCTA.”
2. Add the following sub-paragraph to **ARTICLE 1. DEFINITIONS**:
  - E. “RAILROAD CONSTRUCTION SUPPORT SERVICES” are the RPRP support activities performed by SCRRA during the PROJECT construction phase to assist SBCTA in completing the PROJECT. SCRRA’s RAILROAD CONSTRUCTION SUPPORT SERVICES shall support the installation, testing and commissioning of the infrastructure and systems and include, but are not limited to, construction activities such as track removal and replacement, provision of railroad protective services, cable marking, oversight and review and supporting PROJECT close-out and handover activities.
3. **ARTICLE 2. SCOPE OF SERVICES**, sub-paragraph A shall be deleted and replaced in its entirety with the following:
  - A. This AGREEMENT defines the scope of SCRRA’s involvement during the design and construction phase of the PROJECT, including the coordination, review and assistance with design review, construction oversight for infrastructure and systems, provision of railroad protective services, testing and commissioning of systems, support to the design development, testing and commissioning of a near-side signal system, provision of a design and associated procurement, installation, testing and commissioning for an on-board Positive Train Control (PTC) system upon DMU units and close-out activities as needed.

4. Add the following sub-paragraphs to **ARTICLE 4. OBLIGATIONS OF SBCTA.**

- N. SBCTA will be responsible for construction and implementation of the RPRP and will be responsible for 100% of all costs for the PROJECT, including but not limited to costs incurred in the preparation of contract documents, advertising for bids, award of design and construction contracts, all construction capital and support costs required for satisfactory completion of RPRP, and all SCRRA costs incurred that are reimbursable pursuant to this MOU.
- O. SBCTA will be responsible for the coordination necessary to implement the RPRP capital improvements among all third parties, including public and private agencies, and will be solely responsible for obtaining all licenses, permits, rights-of-entry, and any statutorily required permission to facilitate implementation and construction of the RPRP. SBCTA will have sole responsibility for issuance of all notifications, and for obtaining all necessary agreements and approvals for any and all grade crossing modifications through the California Public Utilities Commission ("CPUC") and any other interested parties or agencies.
- P. SBCTA will coordinate directly with Burlington Northern Santa Fe ("BNSF") where BNSF operations and/or infrastructure may be affected, including obtaining any permits, agreements, and approvals to modify tracks and operations. SBCTA and its contractors will coordinate with SCRRA for dispatching all rail services (SCRRA and BNSF) through the Redlands Passenger Rail Service Area ("RPRSA" Area or "RPRSA") and the San Gabriel Subdivision. SBCTA and its contractors will ensure that necessary protections are in place, coordinated through BNSF, for all work adjacent to BNSF main lines.
- Q. SBCTA will obtain approval from SCRRA and BNSF for all construction phasing proposals, associated schedules, work plans and operations in a timely manner prior to commencement of any work that has the potential to affect SCRRA or BNSF operations, services, equipment, infrastructure or safety procedures. All construction phasing plans, demolition and abandonment, track removal, replacement, shoofly, new installation and stabling works must be approved by SCRRA or BNSF, as applicable.

- R. All Project work performed by SBCTA, or performed on SBCTA's behalf, will be performed in accordance with all applicable state, federal, and local laws, regulations, policies, standards and procedures and with SCRRRA standards for operational tracks.
- S. SBCTA will retain for a period of four years from the date of completion of Project all records and accounts relating to Project construction. SBCTA will comply with all state or federal audit requirements and will allow SCRRRA the same audit rights as are granted by law or regulation to the state or federal government.
- T. Positive Train Control (PTC) Responsibilities:
1. SBCTA is responsible for the costs associated with providing PTC on the DMU vehicles. These costs include, but are not necessarily limited to, procurement of equipment, design, engineering, software and hardware development, system installation, inspection, testing and commissioning.
  2. SBCTA will direct the DMU Contractor to coordinate with SCRRRA and Omnitrans on the specifications of the PTC-supporting Equipment as well as the location of such equipment on the vehicle.
  3. SBCTA will ensure that the equipment lease agreement with Omnitrans will provide for Omnitrans' responsibility for the maintenance of PTC Equipment on the DMU vehicles upon successful completion of testing and training.
  4. SCRRRA will be identified as the owner of the PTC onboard equipment on the DMU units, as well as for the licenses agreements with the PTC onboard and nearside signal license software even after testing and commissioning.
- U. Temporary Usage of Inland Empire Layover Facility: The San Bernardino Inland Empire Layover Facility (IELF), owned by SBCTA, is currently unoccupied pending its proposed redevelopment as a storage and maintenance facility for Diesel Multiple Units (DMUs) as part of the Redlands Passenger Rail Project (RPRP) in 2019.
1. SBCTA agrees to allow SCRRRA to use the IELF on a temporary basis, at no charge, for the following purposes:



- i. Storing retired locomotives;
    - ii. PTC test train staging and modifications; and
    - iii. Storing maintenance of way equipment.
  2. The maximum period of use will be 12 months. Thereafter, SCRRA will be allowed to use the facility until the site is needed for redevelopment or until a vacate notice is provided.
  3. When SBCTA requires possession of the IELF for the RPRP, it shall give SCRRA 30 days' notice to vacate the premises, to allow SCRRA to adequate time to notify any contractors using the facility to vacate.
5. Add the following sub-paragraphs to **ARTICLE 5. OBLIGATIONS OF SCRRA.**

K. Positive Train Control (PTC) Responsibilities:

1. As an extension of the installation of PTC on the San Gabriel Subdivision, SCRRA shall provide all necessary engineering support, design review, procurement, installation, testing, commissioning of the PTC system on-board the RPRP vehicles and supporting Back Office Systems and support PTC Subdivision files and wayside system installation, testing, commissioning and maintenance.
2. SCRRA shall coordinate with the DMU Contractor, Omnitrans, and Omnitrans' Rail Operations Services Contractor to engineer, review the design, and oversee the installation and testing of the PTC Equipment installed on the DMU vehicles.
3. SCRRA will procure the on-board PTC Equipment. It is the PARTIES' intent that SCRRA, or SCRRA Contractor, install and test the on-board PTC Equipment under the supervision of SCRRA or its contractors.
4. SCRRA shall provide to Omnitrans and the Omnitrans Contractor, upon request, any training, including updates, related to operation of PTC system and PTC onboard equipment maintenance.
5. SCRRA shall develop, in coordination with Omnitrans, PTC implementation and operation procedures to avoid delay of the RPRP due to PTC. Omnitrans shall have the right to access PTC reports to determine if delays of the RPRP are caused by SCRRA's improper testing, implementation or maintenance of PTC.

6. SCRRA shall contract with Wabtec to develop, test and deliver and obtain FRA approval of software to enable SBCTA to install and operate an ITC compliant near-side signal system throughout the PROJECT as well as the installation and testing of the PTC equipment on the DMU units.
  7. SCRRA shall reimburse SBCTA any funds received from Wabtec, or other Contractor and sub-contractors, for the licensing fees received for the development and implementation of the near-side signal system upon other carriers' networks, up to the amount reimbursed by SBCTA to SCRRA for the PTC development and implementation related to this agreement and as further described in Attachment D.
- L. Temporary Usage of Inland Empire Layover Facility: SCRRA desires to use the San Bernardino IELF to store retired locomotives, PTC test train equipment and Maintenance of Way equipment until the IELF is required for RPRP redevelopment. SCRRA shall be responsible:
1. To maintain and secure the yard;
  2. To pay all utility and other costs to maintain the facility;
  3. To secure or renew any permits; and
  4. To vacate premises within 30 days of notification from SBCTA.
- M. SCRRA shall secure and place out of service the San Gabriel Subdivision main track from approximately MP 57.7 (east limits of CP Redlands), to approximately MP 61.50, at Tippecanoe Street, every Monday morning, inspect the track, and place it back into service every Friday afternoon, in coordination with SBCTA and its contractors.
- N. The tracks east of MP 61.5 are to be placed out of service for the duration of the construction period; SBCTA will coordinate with SCRRA if the out-of-service track is required to be placed in service temporarily for testing and commissioning purposes.
- O. SCRRA will provide technical guidance throughout construction relating to design revisions, construction methodology and planning, operation and maintenance of all aspects of the Operating Envelope that currently are, or will subsequent to completion

- become, SCRRA's responsibility for operation and maintenance. SCRRA's review and approval of all documents will be timely and in a means consistent with the approved Project delivery schedule. SCRRA will provide to SBCTA all SCRRA Engineering Standards, Specifications, and Procedures relating to design and construction.
- P. SCRRA will, at SBCTA's request, provide any additional signal and construction support for the RPRP. Such support will be provided by SCRRA's signal design consultant and signal maintenance contractor, and will be billable to and reimbursed by SBCTA in accordance with the terms of this Agreement.

6. **ARTICLE 6. MUTUAL OBLIGATIONS** sub-paragraph C shall be deleted and replaced in its entirety with the following:

- C. The PARTIES agree that a separate agreement will be executed by January 1, 2020 or prior to the start of revenue service for the continued maintenance and operations of the PROJECT;

7. **ARTICLE 7. MAXIMUM OBLIGATION** shall be deleted and replaced in its entirety with the following:

**ARTICLE 7. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this AGREEMENT to the contrary, SBCTA and SCRRA agree that SBCTA's maximum payment obligation per this AGREEMENT (including SCRRA's direct and indirect costs) shall not exceed \$7,934,875.00 for railroad design support and construction services unless this AGREEMENT is amended by PARTIES.

8. **ARTICLE 10. ADDITIONAL PROVISIONS:** sub-paragraph A and E shall be deleted and replaced in its entirety with the following:

- A. This AGREEMENT shall continue in full force and effect through December 31, 2023, unless modified or terminated earlier by mutual written consent by both PARTIES. The term of this AGREEMENT may only be extended upon mutual written agreement by both PARTIES.

E. Notices: Any notices, requests or demands made between the PARTIES pursuant to this AGREEMENT should be sent via email or hard copy to be directed as followed:

To SCRRA: 2558 Supply Street  
Pomona, CA 91767  
Attention: Justin Fornelli  
Director of Engineering & Construction  
Email: [FornelliJ@scrra.net](mailto:FornelliJ@scrra.net)  
Telephone: (909) 593-4291

To SBCTA: 1170 W. 3rd Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410  
Attention: Andres Ramirez  
Chief of Transit and Rail Programs  
Email: [Aramirez@gosbcta.com](mailto:Aramirez@gosbcta.com)  
Telephone: (909) 884-8276

9. 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.

This Amendment No. 1 shall be made effective upon execution by both PARTIES.

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

IN WITNESS WHEREOF, the PARTIES hereto have caused this Amendment No. 1 to be entered into as of the date set forth above.

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**

**SAN COUNTY TRANSPORTATION AUTHORITY:**

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

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

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Don O. Del Rio  
General Counsel

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

# ATTACHMENT D

## SCRRA PTC Support Services and Estimate

Attachment: 17-1001587\_Amendment 1\_Rev5 [Revision 5] (4367 : Amendment No. 1 to Cooperative Agreement No. 17-1001587 with SCRRA)

**SCRRRA Support for RPRP**

Scope Elements	SYSTRA/ RailPros	Rail Safety Consultants	SCRRRA Staff	MEC	VTMI	Bombardie r	Train & Crew	Wabtec	Total
<b>1. RPRP DMU &amp; Engineering Support During Construction Services</b>									
	SYSTRA/ RailPros	Rail Safety Consultants	SCRRRA Staff	MEC	VTMI	Bombardie r	Train & Crew	Wabtec	Total
1 CTO Oversight and Project Administartion	-	-	-	-	-	-	-	-	-
a. Project Oversight (beyond Feb 2018 - 34mo.)	200	-	160	40	-	-	-	-	-
b. Technical PM (beyond Feb 2018 - 34mo.)	80	-	-	-	-	-	-	-	-
2 PTC Installation & Testing On DMUs	-	-	-	-	-	-	-	-	-
a. Participate in DMU Specific Design/Coordination Meetings	120	-	144	-	-	-	-	-	-
b. Review Test/Acceptance of Base DMU (i.e. w/o PTC)	16	-	24	-	-	-	-	-	-
c. Review TexRail Base DMU Design	40	-	48	-	-	-	-	-	-
d. Review Base TexRail PTC Equipment Design Concept	32	-	48	-	-	-	-	-	-
e. Coordinate PTC Equipment Layout w/TexRail-Wabtec	60	-	72	-	-	-	-	-	-
f. Coordinate PTC Equipment Procurement	32	-	48	-	-	-	-	-	-
g. Review Detailed PTC On-board Equipment Design	88	-	72	-	-	-	-	-	-
h. Review First Article Inspection of DMU & Review Reports	32	-	24	-	-	-	-	-	-
i. Review TexRail Test Reports and Data	104	-	96	-	-	-	-	-	-
j. Wabtec PTC Equipment for DMUs (ref 1.)								410,791	
k. Wabtec PTC Installation on DMUs (ref 2.)								269,646	
l. Wabtec CDU Display Transfer								45,000	
3 Add'l Design Support	-	-	-	-	-	-	-	-	-
a. Additional Review & Support During Design 110%	170	-	-	-	-	-	-	-	-
b. Additional Review & Support During Design 100%	88	-	-	-	-	-	-	-	-
i. Additional Review & Support During Design IFB	44	-	-	-	-	-	-	-	-
4 Design Support During construction	-	-	-	-	-	-	-	-	-
a. Technical Support during Bid Period and Bid Evaluation	112	-	120	-	-	-	-	-	-
b. Technical Support during Contractor submittal period	520	-	360	-	-	-	-	-	-
c. Coordination w/Wabtec on Nearside functionality	152	-	180	-	-	-	-	-	-
d. Technical Support during preliminary testing period	536	-	470	40	-	-	-	-	-
e. Technical Support during final testing & commissioning	536	-	470	40	350	100	100	-	-
f. Review of as-built documentation	288	-	210	-	-	-	-	-	-
<b>Total Hours</b>	<b>3,250</b>		<b>2,546</b>	<b>120</b>	<b>350</b>	<b>100</b>	<b>100</b>	<b>725,437</b>	
<b>FB Labor Cost</b>	<b>891,868</b>		<b>311,619</b>	<b>17,047</b>	<b>50,071</b>	<b>9,234</b>	<b>8,325</b>	<b>725,437</b>	
<b>Fee/ICAP [Contractors/SCRRRA]</b>	<b>93,646</b>		<b>155,809</b>	<b>1,790</b>	<b>5,257</b>	<b>970</b>	<b>874</b>		
<b>ODCs (Travel Cost, etc)</b>									
<b>Total Section 2 Cost Estimate</b>	<b>985,514</b>		<b>467,428</b>	<b>18,837</b>	<b>55,328</b>	<b>10,204</b>	<b>9,199</b>	<b>725,437</b>	<b>2,271,948</b>

Attachment: 17-1001587\_Amendment 1\_Attachment D (4367 : Amendment No. 1 to Cooperative Agreement No. 17-1001587 with SCRRRA)

2. Engineering Support to Wabtec in Development of Wireless Xing Warning Control									
	SYSTRA/ RailPros	Rail Safety Consultants	SCRRA Staff	MEC	VTMI	Bombardier	Train & Crew	Wabtec	Total
1. CTO Oversight and Project Administration	-	-	-	-	-	-	-	-	-
a. Project Oversight (24mo.)	96	-	400	96	-	-	-	-	-
b. Technical PM (24mo.)	96	-	-	-	-	-	-	-	-
2. Conceptual Design Support	-	-	-	-	-	-	-	-	-
a. Participate in Xing Specific Design/Coordination Meetings	216	-	438	100	-	-	-	-	-
b. Run Typical Nearside and Remote Nearside Scenarios	272	-	157	60	-	-	-	-	-
c. Examine Failure Mode Scenarios	144	-	96	-	-	-	-	-	-
d. Brainstorm on CDU I/O for Nearside	48	-	72	-	-	-	-	-	-
e. Review Wabtec Design Concept Reports	64	-	160	-	-	-	-	-	-
f. Review ITC Specifications	64	-	32	-	-	-	-	-	-
g. Develop modifications to back-office systems	-	-	180	100	-	-	-	-	-
h.	-	-	-	-	-	-	-	-	-
3. Design Support During First Article Development	-	-	-	-	-	-	-	-	-
a. Technical Support during preliminary testing period	80	-	220	80	80	-	-	-	-
b. Technical Support during final testing & commissioning	160	-	420	160	160	50	100	-	-
c. Review of as-built documentation	80	-	220	80	80	-	-	-	-
d. Incorporate Wireless Nearside Solution into PTSP	280	400	140	-	-	-	-	-	-
e.	-	-	-	-	-	-	-	-	-
f.	-	-	-	-	-	-	-	-	-
<b>Total Hours</b>	<b>1,600</b>	<b>400</b>	<b>2,535</b>	<b>676</b>	<b>320</b>	<b>50</b>	<b>100</b>	<b>-</b>	
<b>FB Labor Cost</b>	<b>472,194</b>	<b>94,799</b>	<b>307,325</b>	<b>96,884</b>	<b>37,602</b>	<b>4,617</b>	<b>8,325</b>	<b>2,200,000</b>	
<b>Fee/ICAP [Contractors/SCRRA]</b>	<b>49,580</b>	<b>9,954</b>	<b>153,662</b>	<b>10,173</b>	<b>3,948</b>	<b>485</b>	<b>874</b>		
<b>ODCs (Travel Cost, etc)</b>	-	-	-	-	-	-	-	<b>100,000</b>	
<b>Total Section 3 Cost Estimate</b>	<b>521,774</b>	<b>104,753</b>	<b>460,987</b>	<b>107,057</b>	<b>41,550</b>	<b>5,102</b>	<b>9,199</b>	<b>2,300,000</b>	<b>3,550,422</b>
<b>Subtotal Project Cost Estimate</b>	<b>1,507,288</b>	<b>104,753</b>	<b>928,415</b>	<b>125,894</b>	<b>96,878</b>	<b>15,305</b>	<b>18,398</b>	<b>3,025,437</b>	<b>5,822,369</b>
<b>Contingency (15%)</b>									<b>873,355</b>
<b>Total Project Cost Estimate</b>									<b>6,695,725</b>

Attachment: 17-1001587\_Amendment 1\_Attachment D (4367 : Amendment No. 1 to Cooperative Agreement No. 17-1001587 with SCRRA)



## *Minute Action*

AGENDA ITEM: 25

**Date:** January 4, 2018

**Subject:**

Council of Governments Funding

**Recommendation:**

That the Board authorize that the San Bernardino Council of Governments add Other Monetary Obligations of \$194,163 to be divided evenly among each agency for the purpose of supporting Council of Government activities.

**Background:**

The Council of Governments (COG) Ad Hoc Committee met on December 6, 2017 to discuss COG funding. With the recent loss of sustaining revenue, the current COG budget exceeds revenue by approximately \$881,350. The Ad Hoc Committee reviewed how much additional revenue would be necessary to maintain one full time equivalent (FTE) position dedicated to COG activities. The Ad Hoc Committee also discussed what level of activity could be supported with existing revenue.

The COG is expected to collect revenue of \$248,545 in Fiscal Year 2018/2019. With adjustments to the budget, COG expenditures are expected to be reduced to \$442,708 in Fiscal Year 2018/2019.

Expenditure	Fiscal Year 2017/2018 Budget	Fiscal Year 2018/2019 Budget
Salaries	\$ 220,900	\$ 116,384
Fringe	\$ 226,750	\$ 119,468
Indirect	\$ 368,770	\$ 90,056
General Operations	\$ 315,120	\$ 116,800
<b>Total Dedicated COG Expenditures</b>	<b>\$ 1,131,540</b>	<b>\$ 442,708</b>

This level of expenditure will provide for one dedicated FTE for COG activities but requires additional revenues of \$194,163. If that additional \$194,163 were spread evenly among the 25 members of SBCOG it would equal \$7,767 per agency.

The Ad Hoc Committee also discussed the impact to the COG of keeping the Fiscal Year 2018/2019 budget within the annual revenue of \$248,545. This would require that dedicated staff for the COG be reduced to under ½ FTE.

*Entity: San Bernardino Council of Governments*

It is important to remember that in addition to the annual revenue there is also a fund balance of about \$2.4 million. If some of the fund balance is used to offset contract and other operations costs then more funds can be used for staff time.

The Ad Hoc Committee discussion included concerns by smaller or more isolated agencies that they received less benefit from a COG and were less interested in increasing what they pay to support the activity. Other viewpoints were that one FTE is not enough to have a robust COG work plan and that even more staffing could be warranted. There was also discussion about a scenario in which sub regions or smaller collections of cities could join together to fund COG activities for their benefit separate from the COG functions supported by all agencies. These separate activities would be overseen by the dedicated COG staff and could utilize contract employees/firms to carry out the work.

The COG mission is very broad and is specifically vague. That is the strength of a COG to respond to issues that don't always fit neatly into any other agency's operations or are at a scale that is larger than a single jurisdiction. The COG is the only institution where every city and the County have a seat at the table to deal with a broad range of issues. If SBCOG did not exist there would be no forum to discuss issues like education, the opioid crisis, economic development, regional ambulance contract, or public safety and criminal justice. Those are just a few examples as there are many other subject areas where the COG has facilitated discussion or joint action on issues of concern to more than one of our agencies. The current COG work program includes these Board priorities and ongoing projects:

- Ontario International Airport Authority (OIAA) – Coordinate with OIAA, local and regional governments on ways to assist in the success of the airport. *Status: Met with new OIAA management in November 2017. Will arrange for presentation to Board in early 2018.*
- Economic Development – Increase regional collaboration in economic development, encouraging intra-county coordination and sharing of resources for smaller jurisdictions. *Status: Have had initial meeting with County EDA. Follow-up will take place in early 2018 to discuss countywide needs and coordination.*
- Public Safety Communications –
  - Facilitate discussion and seek grants to fund studies and improvements for regional public safety communications
  - Be the regional voice to educate policy makers and assist network communications between agencies*Status: Participating with working group of dispatch centers and public safety agencies on needs and work plan.*
- Regional Trails – Coordinate development, funding and improvement of regional trails. *Status: Assisted County and Fontana with grant funding request. That effort was unsuccessful. Will seek additional opportunities with other agencies.*
- Emergency Preparedness – Find new ways for regional collaboration in emergency preparedness. *Status: Efforts focused on public safety communications.*
- Tourism – Explore opportunities to enhance regional marketing and tourism. *Status: No work to date. Will look at opportunities to combine with OIAA and existing countywide efforts.*

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- Opioid Abuse – Seek grants for educational materials and programs on the issue and on model ordinances that cities can use to address the issue. *Status: In cooperation with the County Department of Behavioral Health presented information on best practices to the Board in November 2017.*
- Shared Services – Create a platform for the implementation of the sharing of personnel and/or equipment that can be shared across jurisdictional lines. *Status: Work to commence in January 2018.*
- Speaker’s Forum – Create/plan a forum and issues or policies to be discussed by experts in the field. *Status: Working to incorporate into the SBCOG and SBCTA website by the end of 2017.*
- Census 2020 – begin preparation for growth forecasting for the 2020 Census. *Status: Have provided information to planning staff and city managers on the LUCA process. Helping to inform our agencies of all available technical workshops for updating address lists.*
- Annual City/County Conference – planning the logistics and program. *Status: Conference scheduled for March 15 – 16, 2018.*
- Broadband Access – Work with regional agencies and local jurisdictions to improve broadband access in San Bernardino County. *Status: Attended the Inland Empire Broadband Consortium October 4<sup>th</sup> and will continue to work toward the implementation of the Inland Empire Broadband Infrastructure and Access Plan.*
- Homelessness – Work with County Homeless Coalition to coordinate training of local agency staff. *Status: will continue to work with County of San Bernardino to complete the coordination of this training.*
- Forest Management Plan – Complete a Forest Management Plan for Cucamonga Canyon and Lytle Creek forest areas. *Status: Will continue to work on the Draft Plan for Cucamonga Canyon and will begin work for the Lytle Creek Plan in 2018.*
- Grant Writing and Management Contract – Maintain a grant writing and management consultant for use by SBCTA and partnerships between local agencies. *Status: The current contract will expire in June 2018, and staff will move forward with issuing a call for proposals and creating a new contract.*
- Health in All Policies – Community Vital Signs. *Status: Work is ongoing for the creation and implementation of county wide goals and processes.*
- Regional Meetings with Neighboring COGS. *Status: Met with San Gabriel Valley Council of Governments to discuss regional concerns. Met with WRCOG on joint board meeting health policy agenda.*

For the most part, these COG work items are finite and they usually do not create an ongoing work program. As tasks are completed, staff capacity is freed up to move on to other projects. Some tasks do involve ongoing work but those efforts are not normally staff intensive and often involve coordinating efforts with other agencies performing the staff intensive work.

In the past, the Board has confirmed its commitment to its role as a COG. The question now is how much of a role are the members willing to support. The table below shows the projected mandatory assessment and other monetary obligations paid by each agency for fiscal year 2018/2019 based on the current Board approvals. This amount paid by each agency consists of a mandatory assessment of \$115,127 shared and adjusted each year based on population and assessed valuation for each agency and other monetary obligations of \$133,419 (approved by the San Bernardino Council of Governments

## Board of Directors Agenda Item

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Board in 2015) shared equally by each member. The table also has columns showing an increase to other monetary obligations by a total of \$194,163 to keep one FTE dedicated to COG purposes. There are different ways to split the additional \$194,163 needed to keep one FTE dedicated to COG purposes and the Ad Hoc Committee asked that some of those methods be shown. The additional amount could be allocated evenly by agency, by a combination of assessed valuation and population as the mandatory assessment is, or by population only. Below is a table showing the amount each agency would be responsible for under different allocation methods.

City	FY 2019 Mandatory Assessment and Other Monetary Obligations (current)	Add'l. \$194,163 Allocated Evenly	Add'l. \$194,163 Allocated by Assessed Valuation and Population	Add'l. \$194,163 Allocated by Population
Adelanto	\$6,789.13	\$7,766.52	\$2,449.44	\$3,080.44
Apple Valley	\$8,893.82	\$7,766.52	\$5,999.02	\$6,714.10
Barstow	\$6,340.34	\$7,766.52	\$1,692.55	\$2,179.40
Big Bear Lake	\$6,407.35	\$7,766.52	\$1,805.56	\$453.62
Chino	\$11,053.79	\$7,766.52	\$9,641.83	\$7,911.74
Chino Hills	\$10,703.72	\$7,766.52	\$9,051.44	\$7,251.13
Colton	\$7,685.91	\$7,766.52	\$3,961.87	\$4,842.62
Fontana	\$15,927.82	\$7,766.52	\$17,861.95	\$19,125.13
Grand Terrace	\$5,936.96	\$7,766.52	\$1,012.24	\$1,117.65
Hesperia	\$9,422.00	\$7,766.52	\$6,889.80	\$8,460.64
Highland	\$7,739.55	\$7,766.52	\$4,052.33	\$4,887.38
Loma Linda	\$6,576.62	\$7,766.52	\$2,091.03	\$2,204.57
Montclair	\$7,265.72	\$7,766.52	\$3,253.22	\$3,516.27
Needles	\$5,557.64	\$7,766.52	\$372.51	\$453.36
Ontario	\$16,423.65	\$7,766.52	\$18,698.17	\$15,664.49
Rancho Cucamonga	\$16,993.79	\$7,766.52	\$19,659.72	\$15,937.81
Redlands	\$9,789.33	\$7,766.52	\$7,509.32	\$6,278.18
Rialto	\$10,371.29	\$7,766.52	\$8,490.79	\$9,574.70
San Bernardino	\$14,835.93	\$7,766.52	\$16,020.46	\$19,501.36
Twentynine Palms	\$6,292.91	\$7,766.52	\$1,612.56	\$2,419.47
Upland	\$9,850.14	\$7,766.52	\$7,611.86	\$6,901.86
Victorville	\$10,952.57	\$7,766.52	\$9,471.12	\$11,105.98
Yucaipa	\$7,979.00	\$7,766.52	\$4,456.17	\$4,882.62
Yucca Valley	\$6,352.26	\$7,766.52	\$1,712.65	\$1,934.12
County	\$22,404.77	\$7,766.52	\$28,785.39	\$27,764.36
<b>TOTAL</b>	<b>\$248,546.01</b>	<b>\$194,163.00</b>	<b>\$194,163.00</b>	<b>\$194,163.00</b>

The Ad Hoc Committee recommended bringing forward the proposal to approve the additional \$194,163 necessary to provide for one FTE dedicated to COG activities and for that amount to be shared evenly.

San Bernardino Council of Governments

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***Financial Impact:***

This item will increase the amount paid by member agencies to support Council of Government activities by \$194,163 beginning in Fiscal Year 2018/2019.

***Reviewed By:***

This item was reviewed by and recommended by the Council of Governments Ad Hoc Committee on December 6, 2017.

***Responsible Staff:***

Duane Baker, Deputy Executive Director

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Approved  
Board of Directors  
Date: January 4, 2018

Witnessed By:

# ADDITIONAL INFORMATION

**BOARD OF DIRECTORS ATTENDANCE RECORD – 2017**

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Robert A. Lovingood</b> Board of Supervisors		X		X	X	X	X		X	X	X	X
<b>Janice Rutherford</b> Board of Supervisors	X	X		X	X	X	X		X	X	X	X
<b>James Ramos</b> Board of Supervisors	X	X		X	X	X	X		X	X		
<b>Curt Hagman</b> Board of Supervisors	X	X	X	X	X				X	X		X
<b>Josie Gonzales</b> Board of Supervisors		X	X				X		X	X	X	
<b>Rich Kerr</b> City of Adelanto	X		X *	X			X		*	X		
<b>Curt Emick</b> Town of Apple Valley	X	X	X	X	X	X	X		X	X	X	
<b>Julie McIntyre</b> City of Barstow		X	X		X				X	X	X	
<b>Bill Jahn</b> City of Big Bear Lake	X	X	X	X	X	X			X	X		X
<b>Eunice Ulloa</b> City of Chino	X	X	X	X	X	X	X		X	X	X	X
<b>Ed Graham</b> City of Chino Hills	X	X	X	X	*	X			*	X	X	X
<b>Ray Marquez</b> City of Chino Hills	X	X	X	X	X	X	X		X	X	X	*
<b>Frank Navarro</b> City of Colton	X	X	X	X	X	X	X		X	X	X	X
<b>Michael Tahan</b> City of Fontana	X	X	X	X	X	X	X		X	X	X	X
<b>Acquanetta Warren</b> City of Fontana	X	X	X	*	X	*	X		X	X	X	X
<b>Darcy McNaboe</b> City of Grand Terrace	X	X	X	X	X	X	X		X	X	X	X
<b>Bill Holland</b> City of Hesperia	X	X	X	X	X	X			X	X	X	X

Communication: Attendance (Additional Information)

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

**BOARD OF DIRECTORS ATTENDANCE RECORD – 2017**

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Larry McCallon</b> City of Highland	X	X	X	*	X	X	*		X	X		X
<b>Rhodes ‘Dusty’ Rigsby</b> City of Loma Linda	X	X	X	X	X	X			X	X	X	X
<b>Paul Eaton</b> City of Montclair	X	X	X	*	X	X	*		*			
<b>John Dutrey</b> City of Montclair											X	X
<b>Edward Paget</b> City of Needles	X		X	X	X		X			X	X	X
<b>Alan Wapner</b> City of Ontario	X	X	X	X	X	X	X		X	X	X	X
<b>L. Dennis Michael</b> City of Rancho Cucamonga	X	X	X	X	*	X	X		X	X	*	X
<b>Jon Harrison</b> City of Redlands	X	X	X	X	X	X	X		X	X	X	X
<b>Deborah Robertson</b> City of Rialto	X	X		X	X	X	X		X	X	X	X
<b>R. Carey Davis</b> City of San Bernardino	X	X	X	X	X	X	X		X	X	X	X
<b>Joel Klink</b> City of Twentynine Palms	X	X	X	X	X	X	X		X	X	X	X
<b>Debbie Stone</b> City of Upland		X	*	X	X	*	X		X	X	X	X
<b>Jim Kennedy</b> City of Victorville	X		*		X							
<b>Dick Riddell</b> City of Yucaipa	X											
<b>David Avila</b> City of Yucaipa		X	X	X	X	X	X		X	X	X	X
<b>Rick Denison</b> Town of Yucca Valley	X	X	X	X	X	X	X		X	X	X	X
<b>John Bulinski</b> Ex-Official Member	Ray Desselle	David Bricker	X	X	X	Syed Raza	X		X	X	X	

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



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

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

**Acronym List**

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

# COMMITTEE MEMBERSHIP

**San Bernardino County Transportation Authority (SBCTA)  
Representatives on SCAG Committees**

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County	F. Navarro J. Mulvihill D. Robertson L. Michael R. Marquez B. Jahn B. Stanton C. Hagman	J. Mulvihill     B. Jahn	D. Robertson	F. Navarro   L. Michael R. Marquez  B. Stanton C. Hagman
†San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees.		Julie McIntyre David Avila Ed Paget	Diane Williams Vacant Jon Harrison	L. McCallon

**Rules of Appointment**

1. SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

**Terms of Appointment**

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SBCTA Regional Council Representative serves a two-year term from the date of appointment.

**Stipend Summary**

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

**Meeting Information**

The regular meetings of SCAG Regional Council and Policy Committees are on the 1<sup>st</sup> Thursday of each month at the SCAG offices located at 818 West 7<sup>th</sup> Street, 12<sup>th</sup> Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

**Policy Committees**

**Community, Economic, and Human Development:** Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

**Energy and Environment:** Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

**Transportation:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Communication: Representatives on SCAG Committees (Committee Membership)

## Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	12/31/18
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/17
Metro Gold Line Phase II Joint Powers Authority	Vacant, Primary Curt Hagman, Supervisor, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a joint powers agency formed by thirteen cities along the corridor, LACMTA and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$150 payment from Gold Line Authority for participation.	12/31/19 12/31/18
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary Deborah Robertson, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/18 12/31/18
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary Vacant, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets once a month on Thursdays at 1:30 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/18 12/31/18

Communication: Appointments to External Agencies (Committee Membership)

### Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Jon Harrison, City of Redlands	Board of Directors	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4<sup>th</sup> Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA)</p>	12/31/19
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appoints to SCAG Policy Committees.	<p>SBCTA appoints one elected official to serve on SCAG’s Transportation and Communications Committee.</p> <p>SBCTA also has authority to make six appointments to the three SCAG Policy Committees; i.e., Community Economic and Human Development, Energy and Environment, and Transportation and Communications. (The mayors of the six SCAG districts in SBCO elect members to the SCAG Regional Council. See attachment.)</p> <p>SCAG pays a fee for service to members for attendance at SCAG Policy Committee meetings.</p>	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Vacant, Primary Larry McCallon, Highland, Primary Alan Wapner, Ontario, Alternate Jon Harrison, Redlands, Alternate	Board of Directors (Transit Committee makes a recommendation.)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Vacant, Ex-Officio Member	Board of Directors	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SBCTA has not authorized payment of stipend for participation.</p>	12/31/16

Communication: Appointments to External Agencies (Committee Membership)

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

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>General Policy Committee</b>                      Membership consists of the following:                      SBCTA President, Vice President, and Immediate Past President                      4 East Valley (3 City, 1 County)                      4 West Valley (3 City, 1 County)                      4 Mt/Desert (3 City, 1 County)                      City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea.                      Policy Committee and Board Study Session Chairs are members of this policy committee.                      All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership.                      Supervisors collectively select their representatives.                      The SBCTA Vice President shall serve as Chair of the General Policy Committee.</p>	<p>Makes recommendations to Board of Directors and:                      (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity;                      (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization;                      (3) Serves as policy review committee for any program area that lacks active policy committee oversight.                      Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors.                      (Brown Act)</p>	<p><u>West Valley</u>                      Alan Wapner, Ontario, President (Vice Chair)                      L. Dennis Michael, Rancho Cucamonga                      Curt Hagman, Supervisor                      Vacant    <u>East Valley</u>                      Frank Navarro, Colton                      Darcy McNaboe, Grand Terrace (Chair MVSS)                      Larry McCallon, Highland                      James Ramos, Supervisor, Vice President (Chair)    <u>Mountain/Desert</u>                      Robert A. Lovingood, Supervisor (Past President)                      Bill Jahn, Big Bear Lake (Chair MDC/TC)                      Joel Klink, Twentynine Palms                      Bill Holland, City of Hesperia</p>	<p>6/30/2018                      6/30/2018                      6/30/2018                      6/30/2018                        6/30/2018                      6/30/2018                      6/30/2018                      6/30/2018                        6/30/2018                      6/30/2018                      6/30/2018                      6/30/2018</p>
<p><b>Transit Committee</b>                      Membership consists of 11 SBCTA Board Members:                      9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members.                      2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency.                      SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board.                      Other members are appointed by the SBCTA President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service.                        * SCRRA Primary Member                      ** SCRRA Alternate Member                      (Brown Act)</p>	<p>Bill Jahn, Big Bear Lake (Chair)                      Jon Harrison, Redlands** (Vice Chair)                      Frank Navarro, Colton                      James Ramos, Supervisor                      Larry McCallon, Highland*                      L. Dennis Michael, Rancho Cucamonga                      David Avila, Yucaipa                      Deborah Robertson, Rialto                      Alan Wapner, Ontario**                      R. Carey Davis, San Bernardino                      Acquanetta Warren, Fontana</p>	<p>Indeterminate (6/30/2018)                      Indeterminate (6/30/2018)                      12/31/2019                      12/31/2018                      Indeterminate                      12/31/2019                      12/31/2018                      12/31/2018                      Indeterminate                      12/31/2019                      12/31/2019</p>

Communication: Committee Membership (Committee Membership)

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

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>Mountain/Desert Committee</b> Membership consists of 12 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion.  The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.  (Brown Act)</p>	<p>Bill Jahn, Big Bear Lake (Chair) Julie McIntyre, Barstow (Vice Chair) Bill Holland, Hesperia Curt Emick, Apple Valley Rick Denison, Yucca Valley Rich Kerr, Adelanto Joel Klink, Twentynine Palms Jim Kennedy, Victorville Edward Paget, Needles James Ramos, Supervisor Janice Rutherford, Supervisor Robert A. Lovingood, Supervisor</p>	<p>Indeterminate (6/30/2018) Indeterminate (6/30/2018) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>

**Policy Committee Meeting Times**

General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
Transit Committee	Second Thursday (following the Board of Directors meeting), 9:00 a.m., SBCTA Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

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

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.</p>	<p>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.  (Brown Act)</p>	<p>Board of Directors Darcy McNaboe, Grand Terrace (Chair) Rhodes “Dusty” Rigsby, Loma Linda (Vice Chair)</p>	<p>6/30/2018 6/30/2018</p>

**Meeting Time:** Second Thursday (following the Board of Directors meeting), 9:30 a.m., SBCTA Office

### I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP
<p><b>I-10 and I-15 Corridor Joint Sub-Committee</b> In January 2015, the Board approved the change status of Express Lanes Ad Hoc Committee to the creation of the I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee (I-10 and I-15 Joint Sub-Committee). Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.</p>	<p>The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors.  (Brown Act)</p>	<p>Alan Wapner, Ontario – Chair Josie Gonzales, Supervisor – Vice Chair Robert A. Lovingood, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Dusty Rigsby, Loma Linda Deborah Robertson, Rialto Janice Rutherford, Supervisor Jim Kennedy, Victorville Acquanetta Warren, Fontana</p>



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

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 13 members appointed by the SBCTA Executive Director.</p> <p>6 representing Public Transit Providers</p> <p>1 representing County Dept. of Public Works</p> <p>1 representing the Consolidated Transportation Services Agency</p> <p>5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings</p> <p>(2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications</p> <p>(3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan</p> <p>(4) Review call for projects for Federal Transit Administration Section 5316, and 5317 grant applications</p> <p>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit</p> <p>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit</p> <p>(7) Receive annual reports on funded specialized programs funded through FTA Section 5316, 5317 and Measure I</p> <p>(8) Identify regional or county level areas of unmet needs</p> <p>(9) Address special grant or funding opportunities</p> <p>(10) Address any special issues of PASTACC voting and non-voting members (Brown Act)</p>	<p>Standing Membership –</p> <p>Morongo Basin Transit Authority, Manager *</p> <p>Mountain Area Regional Transit Authority, Manager *</p> <p>Needles Area Transit, Manager *</p> <p>Omnitrans, Manager *</p> <p>Victor Valley Transit Authority, Manager *</p> <p>County of San Bernardino Dept. of Public Work, Manager *</p> <p>At Large Membership –</p> <p>San Bernardino Dept. of Aging and Adult Services, Director *</p> <p>Foothill Aids, Director *</p> <p>OPARC, Director *</p> <p>Community Senior Services, Director *</p> <p>Loma Linda Medical Center, Manager</p>	<p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>5/31/2020</p> <p>9/30/2020</p> <p>9/30/2020</p> <p>2/28/2019</p> <p>5/31/2020</p>

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

\* Manager or Director may designate alternate/s

Communication: Committee Membership (Committee Membership)

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

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <ul style="list-style-type: none"> <li>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</li> <li>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.</li> <li>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</li> <li>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</li> <li>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</li> </ul> <p>In addition to the appointed members, the SBCTA Executive Director will serve as an ex officio member.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Donald Driftmier (A)                  Thomas Gaffery (B)                  Wayne Hendrix (C)                  Norman Orfall (D)                  Mike Layne (E)                  Robert Lovingood, Ex-Officio                  Ray Wolfe, Ex-Officio</p>	<p>12/31/20                  12/31/20                  12/31/18                  12/31/18                  12/31/18</p>

Communication: Committee Membership (Committee Membership)

**SBCTA Ad Hoc Committees**

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Legislative</b></p> <p>In March 2013, the SBCTA Board President appointed this ad hoc committee.</p> <p>This committee will consist of the SBCTA Board Officers.</p>	<p>Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.</p>	<p>President – Alan Wapner, Ontario                  Vice President – James Ramos, Supervisor                  Immediate Past President – Robert Lovingood, Supervisor</p>

<p><b>Council of Governments Ad Hoc Committee</b> In June 2016, the SBCTA Board President appointed this ad hoc committee.</p>	<p>To provide direction relative to the Council of Governments annual work plan.</p>	<p>Alan Wapner, Ontario – Chair Curt Emick, Apple Valley Josie Gonzales, Supervisor Bill Jahn, Big Bear Lake Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton James Ramos, Supervisor Janice Rutherford, Supervisor</p>
<p><b>ByLaws Ad Hoc Committee</b> In December 2016, the Board of Directors authorized the reactivation of the Ad Hoc Committee and the President to make appointments.</p>	<p>To study the Bylaws and make recommendations to the Board on necessary or desirable Bylaws amendments.</p>	<p>Alan Wapner, Ontario Robert Lovingood, County of San Bernardino Janice Rutherford, County of San Bernardino Dusty Rigsby, Loma Linda</p>

**SBCTA Technical Advisory Committees**

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

Communication: Committee Membership (Committee Membership)

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996