

AGENDA

Board of Directors Metro Valley Study Session

March 9, 2023

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

Location

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

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:

Hesperia City Council Chambers
9700 Seventh Avenue
Hesperia, CA 92345

Board of Directors

Valley Representatives

Study Session Chair

Dawn Rowe, Supervisor
Third District

Study Session Vice-Chair

Paul Cook, Supervisor
First District

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Council Member
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Sylvia Robles, Council Member
City of Grand Terrace

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Council Member
City of Loma Linda

John Dutrey, Mayor
City of Montclair

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Paul Barich, Mayor Pro Tem
City of Redlands

Deborah Robertson, Mayor
City of Rialto

Helen Tran, Mayor
City of San Bernardino

Rudy Zuniga, Council Member
City of Upland

Bobby Duncan, Mayor Pro Tem
City of Yucaipa

Mountain/Desert Representatives

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Art Bishop, Council Member
Town of Apple Valley

Paul Courtney, Mayor
City of Barstow

Rick Herrick, Council Member
City of Big Bear Lake

Rebekah Swanson, Council Member
City of Hesperia

Janet Jernigan, Mayor
City of Needles

Joel Klink, Council Member
City of Twentynine Palms

Debra Jones, Mayor
City of Victorville

Rick Denison, Mayor
Town of Yucca Valley

County Board of Supervisors

Jesse Armendarez, *Second District*

Curt Hagman, *Fourth District*

Joe Baca, Jr., *Fifth District*

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

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

AGENDA

Board of Directors Metro Valley Study Session

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9:15 AM**

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Hesperia City Council Chambers
9700 Seventh Avenue
Hesperia, CA 92345**

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

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

CALL TO ORDER

(Meeting Chaired by Dawn Rowe)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Ashley Izard

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

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

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Members.

Consent - Project Delivery

2. Construction Contract Change Orders to On-Going Construction Contracts

Pg. 14

Receive and file Change Order Report.

Presenter: Henry Stultz

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

DISCUSSION ITEMS

Discussion - Project Delivery

3. State Route 210 Lane Addition and Baseline Interchange Project Request to Release Invitation for Bids No. 23-1002917 for Establish Existing Planting

Pg. 29

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

Approve release of Invitation for Bids No. 23-1002917 for extended landscape maintenance of the State Route 210 Lane Addition and Baseline Interchange Establish Existing Planting Project.

Presenter: Khalid Bazmi

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

4. Interstate 15 Cooperative Agreement No. 23-1002843 with California Department of Transportation

Pg. 31

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

A. Allocate \$27,414,709 in Federal Surface Transportation Block Grant Program (STP) funds and \$25,710,784 in Congestion Mitigation and Air Quality Improvement Program funds to the construction phase of the Interstate 15 (I-15) Corridor Freight and Express Lanes Project - Contract 1.

B. Authorize the Executive Director, or his designee, to execute Cooperative Agreement No. 23-1002843 with the California Department of Transportation for the construction phase of the I-15 Corridor Freight and Express Lanes Project - Contract 1, in a not-to-exceed amount of \$12,219,684 to be paid with \$6,702,484 in STP funds and \$5,517,200 in Measure I Valley Freeway Program funds, subject to approval as to form by General Counsel and approval of the Plans, Specifications, and Estimates package.

Presenter: Sal Chavez

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

5. Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 Riverside County Toll System Modifications Sole Source Contract Pg. 62

Receive and file report on sole source contract necessary for the Interstate 15 Corridor Freight and Express Lanes Project - Contract 1.

Presenter: Timothy Byrne

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

Discussion - Transportation Programming and Fund Administration

6. Measure I Valley Major Street Projects Program Allocation Planning for Fiscal Year 2023/2024 Pg. 64

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

Approve the following amount for consideration in the SBCTA Fiscal Year 2023/2024 Budget: Valley Major Street Arterial Sub-Program for \$34,292,327.71.

Presenter: Marc Lucius

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

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

Pg. 68

Acronym List

Pg. 70

Mission Statement

Pg. 72

**The next Board of Directors Metro Valley Study Session is scheduled for
April 13, 2023**

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

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

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Minute Action

AGENDA ITEM: 1

Date: March 9, 2023

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

In accordance with California Government Code 84308, members of the SBCTA Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
2-A	19-1002078	Guy F. Atkinson Construction, LLC (dba Guy F. Atkinson) <i>Timothy Stroud</i>	All American Asphalt Cal Stripe, Inc. Case Pacific Company Commercial Metals Company Cooper Engineering, Inc. Coral Construction Company DeesBurke Engineering Contractors, LLC Diverscape, Inc. Dywidag Systems International USA, Inc. Ferreira Construction Company, Inc. Foundation Pile, Inc. Harber Companies, Inc. L. Johnson Construction, Inc. Maneri Traffic Control, Inc. Penhall Company Treesmith Enterprises, Inc. Universal Construction

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

Board of Directors Metro Valley Study Session Agenda Item

March 9, 2023

Page 2

2-B	21-1002620	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz, President</i> <i>John D. Schaar, VP/Secretary</i>	JFL Electric Inc DC Hubbs Construction Griffith Co EBS General Engineering Inc. Chrisp Co. Advantage Ferreira Matich Corp Camblin Steel
2-C	20-1002290	SEMA Construction, Inc. <i>Joshua Clyne</i>	Alcorn Fence Company Amber Steel Co. Cal Stripe, Inc. Ferreira Construction Co, Inc. Hardy & Harper, Inc. Malcolm Drilling Company, Inc. Marina Landscape, Inc. Statewide Traffic Safety & Signs, Inc.
2-D	22-1002784	Security Paving Company, Inc. <i>Joseph Fernidino</i>	ACE Fence AM Concrete BELCO CGO Construction Co. Drill Tech DYWIDAG Griffith Company Integrity Rebar KIE-CON, Inc. Statewide Safety Systems
2-E	18-1001966	Traylor Granite Joint Venture <i>C. John Meagher</i> <i>Bob Lofling</i>	COWI North America, Inc. CPM Logistics LLC Dan Brown & Associates Foothills Bridge Co. Granite Construction Company Hernandez, Kroone & Associates PPM Group, Inc. Terracon Consulting Engineers & Scientist Traylor Bros., Inc.

Board of Directors Metro Valley Study Session Agenda Item

March 9, 2023

Page 3

2-F	17-1001599	Lane-Security Paving Joint Venture <i>Giuseppe Quarta</i> <i>Joseph Ferndino</i>	Aegis Project Controls Corp. A.M. Concrete Antigo Construction Apex Logistics Arellano Associates, LLC BC Traffic Rentals Boral Resources, LLC Bridge Deck Solutions C Below CalPortland Company Cal-Stripe Cemex CGO Construction CH2M Hill Engineers, Inc. CMC Commercial Metals Conco Pumping Con-Fab California CTI Milling CW Allied, Inc. Diversified Landscape Dywidag Systems EBS General Engineering, Inc. ECS Euclid Chemical Company Ferreira Construction Fitzgerald Formliners Fleming & Sons Concrete Forefront Deep Foundations Foundation Pile FPL and Associates, Inc. Fryman Management, Inc. 2G3 Quality, Inc. G&F Concrete Cutting Global Road Sealing Golden State Boring & Pipe Hanes Geo Components Harber Companies Highlight Electric Irvine Pipe Company ISCO Industries JC Supply & Manufacturing
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Board of Directors Metro Valley Study Session Agenda Item

March 9, 2023

Page 4

2-F Cont.			JT Construction Products, LLC L Johnson Construction L.B. Foster Construction Malcolm Drilling Company Michael Baker International, Inc. Miranda Logistics Murphy Industrial Coatings Pacific Corrugated Pipe Co. Peri Formworks Pipe Jacking Trenchless, Inc. Pro-Cast Products, Inc. PQM, Inc. The R. J. Noble Company Rupert Construction Supply Sierra Landscape Development Skyline Steel Spartan Mat, LLC Statewide Traffic Safety and Signs, Inc. Strength Transportation Management Titan Constructor Engineering V&A, Inc. Vulcan Materials
4	23-1002843	California Department of Transportation	None

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Henry Stultz, Director of Project Delivery

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Minute Action

AGENDA ITEM: 2

Date: March 9, 2023

Subject:

Construction Contract Change Orders to On-Going Construction Contracts

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority (SBCTA) department of Project Delivery has thirteen (13) on-going construction contracts, of which six (6) have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on February 9, 2023. The CCOs are listed below.

A. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the State Route (SR) 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project: CCO No. 24, Supplement 1 (\$50,000 increase) to maintain existing electrical systems; CCO No. 31, Supplement 1 (\$85,000 increase) additional funds to extend irrigation crossovers; CCO No. 56 (\$152,750 increase) for Base Line Road utility modifications and time adjustment; CCO No. 68 (\$114,548.18 increase) to remove and replace barrier on Lugonia Avenue; CCO No. 87 (\$446,088.88 increase) for guardrail differing site condition resolution; and CCO No. 89 (\$47,636.04 increase) for drainage system plan changes per the direction of Caltrans Safety Committee.

B. Contract No. 21-1002620 with Ortiz Enterprises, Inc. for the Interstate 10 (I-10) Alabama Street Improvement Project: CCO No. 10 (\$15,000 increase) to provide manual irrigation for planting, extra work; and CCO No. 11 (\$18,864.41 increase) for oil index increase according to contract specifications.

C. Contract No. 20-1002290 with SEMA Construction, Inc., for I-10 University Street Interchange Improvements Project: CCO No. 20 (\$22,171.80 increase) due to increase and adjustment of bid item No. 108 to remove concrete curb and gutter; and CCO No. 37 (\$16,700 increase) for installation of nine (9) additional signs and reinstallation of outdated signs.

D. Contract No. 22-1002784 with Security Paving Company Inc., for the I-10 Cedar Avenue Improvement Project: CCO No. 1 (no increase) to modify notice to proceed and allow an early start.

E. Contract No. 18-1001966 with Traylor-Granite Joint Venture, for the Mount Vernon Viaduct Project: CCO No. 18 (\$100,000 increase) for specified Dispute Resolution Board (DRB) reimbursement.

F. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for the I-10 Corridor Contract 1 Design Build Contract: CCO No. 65 (\$0 increase) for addition of eight (8) 55-hour closures in segment 2; CCO No. 76, Supplement 1 (\$1,050,002 increase) for addition of 60D barrier at the Holt Boulevard off-ramp; CCO No. 80, Supplement 1 (\$510,012 increase) for reconstruction of retaining walls 1152 and 1153 along San Antonio Avenue; CCO No. 86 (\$281,221 increase) for resolution of Contract Change Request (CCR) No. 132.1 on traffic
Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

March 9, 2023

Page 2

control for utility workers; and CCO 87 (\$300,000 increase) to remove existing Southern California Edison (SCE) conduits at Monte Vista Avenue and 4th Street.

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0887 State Route 210 Lane Addition, Sub-Task No. 0895 I-10 Alabama Street Improvement Project, Sub-Task No. 0899 I-10 University Street Improvement Project, Sub-Task No. 0897 I-10 Cedar Avenue Improvement, Sub-Task No. 0827 Mount Vernon Viaduct and Sub-Task No. 0823 I-10 Corridor Contract 1 Design Build Contract.

Reviewed By:

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

Responsible Staff:

Henry Stultz, Director of Project Delivery

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

Witnessed By:

San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session
Construction Change Orders Log

Archibald Avenue Improvements Project at SR 60 – Executed Change Orders		
Number	Description	Amount
3	Maintain Traffic	\$25,000.00
4	Maintain Existing Electrical Systems	\$15,000.00
5	Staging Changes	(\$267.57)
6	Partnering	\$20,000.00
7	SWPPP Maintenance	\$25,000.00
9	Early Construction and Completion of Driveway 3	\$10,500.00
10	Removal of Man-Made-Buried-Object	\$8,500.00
11	Revised Retaining Wall Details	\$0.00
12	Modify Irrigation Removal Plan and Irrigation Details	\$77,416.59
13	Water Line Revisions	\$55,889.00
14	Conflicting Palm Trees Removal	\$10,000.00
15	Combine Stages 2 and 3 for Retaining Wall 16	\$0.00
16	Drainage Systems Modifications	\$33,942.75
18	Revised Closure Hours and Irrigation Crossover	\$9,000.00
19	Install Temporary Overhead Power Poles	\$6,000.00
20	Furnish Two Fire Hydrants	\$15,553.94
21	Provide Power to Existing Caltrans TMS Sign	\$72,750.69
22	Pavement Revisions	\$72,994.62
22 S-1	Pavement Revisions	\$60,000.00
23	Pavement Revisions	(\$31,247.42)
23 S-1	Pavement Revisions	\$80,000.00
24	Irrigation Valve Repair	\$5,000.00
25	Modify Weep Hole Elevation Walls 15 and 16	\$25,788.84
26	Removal of Conflicting Trees	\$6,720.00
27	Abandon Conflicting Weigh In Motion System	\$36,028.10
28	Modify Existing Drainage Pipe and Structures	\$34,628.10
29	Modify Drainage Systems 10 and 11	(\$14,608.45)
31	Modify Conflicted Portion of Drainage System 17	\$35,000.00
32	Modify Drainage Systems 4 and 8	\$30,000.00
32 S-1	Additional Funds to Modify Drainage Systems 4 and 8	\$32,000.00
33	Install Video Detection Signal System at Archibald and Oak Hill Intersection	\$57,432.28
34	Relocation of the Double Close Detector Assembly at the Kuzina Property	\$18,000.00
36	Revise Stage Construction and Replace Pavement Types	\$98,911.97
37	Modify Existing Non-Standard Median Bull Nose	\$6,500.00
38	Dispute Resolution – Profile Grinding Pavement	\$20,000.00
38 S-1	Extra Work on Profile Grinding Pavement	\$19,000.00
39	Extend Midwest Guardrail System 25' to Meet Safety Requirement	\$15,000.00
39 S-1	Modification to Guardrail System to Meet Safety Requirement	\$30,000.00
40	Install Minor Concrete under Bridge Center Median	\$9,566.00
41	Furnish and Install Handrail along ADA Curb	\$15,200.00
42	Test Low Point to Assure Water Flow for On and Off Ramp	\$2,456.00
43	Water and Power Lateral Boring	\$136,660.00
44	Remove and Replace Faulty Master Valve and Pressure Regulator	\$5,000.00
45	Traffic Control Devices Design Change	\$45,962.45
46	Additional Landscape	\$34,971.61
48	Modification of Double Check Detector Assembly	\$20,000.00

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

Attachment: CCO Log (9350 : Construction Contract Change Orders MVSS2303)

49	Relocate ADA Curb Ramp	\$13,400.81
50	Irrigation Revision	\$48,580.00
CCO TOTAL		\$ 1,353,230.31
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,122,333.00

SR 210 Lane Addition, Base Line I/C and Pavement Rehabilitation – Executed Change Orders		
Number	Description	Amount
1	Maintain Traffic SR 210 Lane Addition	\$300,000.00
2	Maintain Traffic SR 210 Base Line Interchange	\$50,000.00
3	Maintain Traffic SR 210 Pavement Rehabilitation	\$150,000.00
4	Partnering	\$100,000.00
5	Dispute Resolution Board	\$50,000.00
5 S-1	Revised Dispute Resolution Board Specifications	\$0.00
6	Federal Training Program	\$50,000.00
7	Storm Water Best Management Practice Maintenance	\$100,000.00
8	Existing Roadway Repair	\$80,000.00
8 S-1	Cold Mill and Overlay Shoulders	\$160,000.00
8 S-2	Roadway Repair	\$100,000.00
9	Bird Exclusionary Devices	\$50,000.00
10	Added Environmental Requirements	\$85,491.00
10 S-1	CDFW USFWS Permit Amend Added Funds	\$150,000.00
11	Credit for Extended Closures due to COVID-19 and Reduced Traffic	(\$800,000.00)
12	K-rail Relocation Due to A Public Incident	\$15,000.00
13	Revised Ramp Closure Charts	\$0.00
14	Revised Pile Layout for Retaining Wall 1021	\$24,312.00
15	Revisions to Santa Ana River Bridge Abutment 7-Right	\$4,035.00
16	Removal of Buried Man-Made Objects	\$75,000.00
16 S-1	Removal Buried Man-Made Objects Additional Funds	\$30,000.00
17	Repair of Existing Irrigation Crossovers	\$20,000.00
18	Agency Provided Street Name Signs	(\$4,832.59)
19	Removal of Asbestos Shims at Sterling Ave Bridge	\$12,017.12
20	Approach Slab and Abutment Drainage Modifications	\$25,000.00
21	Deck Drain Grates	\$7,000.00
22	Remove Concrete Slab and Bollards at Gas Station	\$8,000.00
23	Added Temporary Fence	\$10,000.00
24	Maintain Existing Electrical Systems	\$30,000.00
24 S-1	Maintain Existing Electrical Systems	\$50,000.00
25	Temporary Signal Interconnect at Base line	\$5,980.00
27	CIDH Foundation and Pile Quantity Adjustment	\$26,218.00
28	Revised Shop Drawings Submittal Requirements	\$0.00
29	Oil Price Fluctuation Adjustment	\$250,000.00
30	Just in Time (JIT) Training	\$5,000.00
31	Extend Irrigation Crossovers	\$127,323.00
31 S-1	Added Funds to Extend Irrigation Crossovers	\$85,000.00
32	Change in Treated Wood Waste Management	\$122,450.00
33	Additional Fiber Optic Pullboxes	\$127,658.33
34	Roadway Profile Correction at Victoria Avenue	\$207,906.00
34 S-1	Roadway Profile Correction at Victoria Avenue	\$50,000.00
35	CIDH Pile Quantity Increase	\$11,266.00
36	Deletion of RW 1033	(\$254,924.32)

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Amounts shown in parentheses represent a credit to the Agency

36 S-1	Additional Dowel Rebar for Concrete Barrier	\$5,000.00
37	Median Edge Drain Revisions	\$89,634.57
37 S-1	Edge Drain Modifications for the 210 Base Line Project	\$1,100.00
38	Fiber Optic Vaults Installed in Shoulder	\$5,000.00
39	Add Pile Anchors	\$35,676.22
40	Value Engineering Change Proposal – RW 1092 Deletion	(\$228,102.82)
41	Drainage System Modification	\$23,627.00
42	Removal of Thickened Asphalt Concrete	\$40,000.00
43	Base Line Driveway Changes	\$15,000.00
44	Resolve Dispute – Differing Site Condition at Retaining Wall #1036	\$435,396.70
45	Up Light Spacing Conduit at Base Line	\$15,000.00
46	Sound Wall 971 Traffic Control and Temporary Fence	\$10,000.00
47	Construct Soffit Openings at Highland Left Bridge Frames 1 and 2	\$10,000.00
48	Sound wall 981 Tree Removal	\$5,995.00
49	Regrade Median Gutter	\$10,000.00
50	Differing Site Condition-Potential Claims 1, 2 and 3 Resolution	\$27,500.00
51	Settlement of Potential Claim No. 6 DSC at Plunge Creek	\$75,884.46
52	Grind Existing HMA Pavement win Median to Match Elevation at CRCP Joint	\$122,000.00
53	Landscape Irrigation Antenna Removal	\$5,000.00
53 S-1	Landscape Antenna Removal Additional Funds	\$1,000.00
54	Barrier Light Pole Support Modification	\$21,000.00
54 S-1	Sound Wall Light Pole Support Modification Additional Funds	\$16,000.00
55	Additional Widening N. Side of Base Line Between Buckeye & SR210	\$69,000.47
56	Base Line Utility Modifications and Time Adjustment	\$152,750.00
57	Joint Seal Assembly Quantity Increase	\$19,197.00
58	Trial Batch Testing Field Qualification of Jointed Plain Concrete Pavement (JPCP)	\$15,000.00
58 S-1	Add Jointed Plain Concrete Pavement at San Bernardino Ramps	\$11,031,175.91
59	Median Crossover Modifications	\$89,044.23
60	Hydro-seed Restoration Modifications	(\$8,252.67)
61	Additional Concrete Test Panel	\$1,541.00
61 S-1	Revised Concrete Stamp	\$3,600.00
62	NOPC No. 9 Resolution Damaged MBGR	\$50,000.00
63	Temporary K-Rail for Crossover	\$280,878.00
64	Irrigation, Trench Rock and Debris Removal	\$22,500.00
65	Revision to Sound Wall 1050 Block Face	\$48,710.82
66	Plunge Creek Concrete Barrier Revisions	\$25,192.00
67	Differing Site Condition Retaining Wall 1021 Pile Driving	\$214,368.38
68	Lugonia Barrier Removal and Replacement	\$114,548.18
69	Differing Site Condition Sound Wall 908 CIDH Piles	\$165,804.07
70	Close Fencing Gaps	\$2,477.00
73	Differing Site Condition Sound Wall 1050 PCR 12	\$770,387.70
74	Additional Isolation Joint	\$237,200.00
76	Bid Items Quantity Increase	\$186,952.30
77	Add Gravity Wall at Base Line	\$65,513.25
81	Base Line Brick Color Revision	\$16,033.11
82	EB 210 Existing Lugonia Approach Profile Grade	\$10,000.00
83	Eliminate Base Line Interchange Milestone	\$0.00
84	Stain Retaining Wall Along East Bound Base Line Off-Ramp (B-1 Line)	\$68,770.00

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86	Differing Site Condition for Electrical Trenching Potential Claim Record (PCR) No. 07	\$200,776.76
87	Guardrail Differing Site Condition Resolution	\$446,088.88
88	Work Character Changes on Potential Claim Record No. 14	\$8,569,910.47
89	Drainage System Plan Changes	\$47,636.04
90	Sound Wall 955 Fence Gap Closure	\$15,000.00
CCO TOTAL		\$25,368,413.57
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$34,927,690.07

Central Avenue Improvements Project at SR 60 – Executed Change Orders		
Number	Description	Amount
1	Establish and Maintain construction Field Office	\$150,000.00
2	Revise Plans – Shoulder Pavement Section	(\$21,291.00)
4	Temporary Striping	\$11,000.00
5	Maintain Traffic per Supplemental funds Provided	\$40,000.00
6	Establish Partnering per Specifications	\$20,000.00
7	Remove and Dispose of Illegal Dumping	\$20,000.00
8	Establish Dispute Review Board	\$15,000.00
10	Additional Move In for State 1 Clear and Grub	\$2,530.00
11	Maintain Electrical per Supplemental Funds Provided	\$15,000.00
11 S-1	Maintain Electrical per Supplemental Work Item-Additional Funds	\$25,000.00
12	Asbestos Abatement	\$41,185.00
13	Revise Irrigation Plans	\$0.00
14	Storm Water Protection per Supplemental Funds	\$40,000.00
15	Traffic Handling Plan Revision	\$20,000.00
17	Tree Removal	\$40,000.00
19	Soil Nail Wall Design Change	\$25,000.00
CCO TOTAL		\$443,424.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,912,039.00

I-10 Tippecanoe Avenue Landscaping EEP – Executed Change Orders		
Number	Description	Amount
1	Replace Frost Damaged Plant Material	\$796.00
2	Replace Caltrans Phase I Irrigation Controller	\$7,777.09
3	Additional Tree Replacement	\$859.86
3 S-1	Weather Damaged Plants Replacement	\$2,428.00
4	Mulch Replenishment	\$99,999.99
5	Contract Extension and Water Reimbursement	\$17,443.28
CCO TOTAL		\$129,304.22
TOTAL CONTRACT AMENDMENTS, CONTINGENCY AND SUPPLEMENTAL		\$130,590.00

SR 210 Pepper Avenue Interchange EEP – Executed Change Orders		
Number	Description	Amount
1	Repairs to Existing Site Irrigation	\$10,000.00
CCO TOTAL		\$10,000.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$31,244.80

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I-215 Segment 1 & 3 Landscape Replacement Project – Executed Change Orders		
Number	Description	Amount
1	Maintain Public Traffic	\$25,000.00
2	Storm Water Shared Costs	\$25,000.00
3	Establish Dispute Resolution Advisor	\$5,000.00
4	Remove and Dispose of Rock Cobble	\$10,000.00
4 S-1	Additional Funds	\$15,000.00
4 S-2	Additional Funds	\$4,854.82
5	Cleaning of Drainage Systems	\$25,000.00
6	Removal of Dead Trees	\$10,000.00
7	Change from 15 Gallon to 5 Gallon Plant Size	(\$43,663.00)
7 S-1	Additional Funds	\$2,221.02
8	Repairs to Existing Facilities	\$3,000.00
8 S-1	Additional Funds	\$2,000.00
8 S-2	Additional Funds	\$4,500.00
8 S-3	Additional Funds	\$15,250.00
8 S-4	Additional Funds	\$3,930.65
9	Lane Closure Chart Revisions	\$0.00
9 S-1	Lane Closure Chart Revisions	\$0.00
10	PVC Ball Valve	\$0.00
11	Repair Fiber Optic Cable	\$4,070.87
12	Irrigation Water Payment	\$32,384.52
12 S-1	Additional Funds	\$8,487.04
12 S-2	Additional Funds	\$1,656.78
12 S-3	Additional Funds	\$1,634.70
12 S-4	Additional Funds	\$1,603.65
12 S-5	Additional Funds	\$5,007.79
12 S-6	Additional Funds	\$5,739.61
12 S-7	Additional Funds	\$6,753.56
12 S-8	Additional Funds	\$8,666.48
12 S-9	Additional Funds	\$4,744.77
12 S-10	Additional Funds	\$5,482.89
12 S-11	Additional Funds	\$2,874.37
12 S-12	Additional Funds	\$466.51
12 S-13	Additional Funds	\$493.89
12 S-14	Irrigation Water Payment	\$719.97
13	Increase in Gravel Mulch Costs	\$158,215.90
14	Repair Damage by Others	\$6,000.00
15	Additional Electrical Work	\$976.73
16	Additional Plant Establishment Work	\$5,000.00
16 S-1	Additional Funds	\$50,000.00
17	Remove Burned Palm Tree	\$4,000.00
CCO TOTAL		\$422,073.52
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$812,748.38

Attachment: CCO Log (9350 : Construction Contract Change Orders MVSS2303)

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I-215 Segment 2 Landscape Replacement Project – Executed Change Orders		
Number	Description	Amount
1	Maintain Public Traffic	\$2,000.00
2	Storm Water Shared Costs	\$10,000.00
3	Establish Dispute Resolution Advisor	\$5,000.00
4	Remove and Dispose of Rock Cobble	\$10,000.00
4 S-1	Additional Funds to Remove BNSF Ballast	\$40,000.00
4 S-2	Additional Funds to Remove and Dispose of Rock Cobble	\$20,000.00
4 S-3	Additional Funds to Remove and Dispose of Rock Cobble	\$3,000.00
4 S-4	Remove Unsuitable Material	\$2,646.91
5	Cleaning of Drainage Systems	\$25,000.00
6	Removal of Dead Trees	\$10,000.00
7	Revised Special Provisions for the Cost of Water	\$0.00
7 S-1	Water Cost Adjustment	\$5,000.00
8	Irrigation Revisions	\$656.30
9	Relocate Trees and Irrigation outside of Clear Recovery Zone	\$10,000.00
9 S-1	Additional Funds	\$1,206.16
10	Service Connection for Irrigation	\$5,000.00
10 S-1	Additional Funds	\$15,000.00
11	Revised Ball Valves Specifications	\$0.00
12	Modify Plants Group/Type	(\$6,968.44)
13	Delete Work at 16 th	(\$54,250.70)
13 S-1	Salvage Irrigation Equipment	\$1,676.15
14	Revised Gravel Mulch Specifications	\$0.00
15	Added Irrigation Booster Pump	\$48,457.80
16	Added Closure Charts	\$0.00
17	Gravel Mulch Adjustment	\$187,717.00
18	Additional Gravel Mulch Quantities	\$21,508.05
CCO TOTAL		\$362,649.23
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$502,203.56

I-10 Corridor Contract 1		
Design Build – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Review Board	\$75,000.00
2	Partnering	\$90,000.00
3	100 Day Extension for Utility Information Submittal	\$0.00
4	Addition of Executed Utility Agreements to Technical Provisions	\$0.00
4 S-1	Executed / Revised Utility Agreements	\$0.00
4 S-2	Executed / Revised Utility Agreements	\$0.00
4 S-3	Executed / Revised Utility Agreements	\$0.00
4 S-4	Executed Utility Agreements	\$0.00
4 S-5	Executed Utility Agreements	\$0.00
4 S-6	Executed Utility Agreements	\$0.00
5	Overhead Sign Location Change	\$0.00
6	Modifications to Insurance and Subcontractor Requirements	\$0.00
7	Provide for CHP & Maintenance Observation/Enforcement Area	\$0.00
11	Revised Pavement Delineation Detail	\$0.00

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12	Mass Concrete Specification Revision	\$0.00
13	Temporary ITS Traffic Monitoring Stations	\$0.00
14	Concurrent Closure of 6th Street and Campus Avenue Bridges	\$0.00
15	Modify Utility Relocation Work Packages	\$0.00
16	Revised Requirements for Shop Drawings Submittals	\$0.00
17	Revised Ramp Lane Closure Requirements	\$0.00
18	Revised Tech Provision 14.3.5 “Design Submittals” Requirements	\$0.00
19	Modifications to the Project Aesthetics and Landscape Master Plan	\$0.00
20	Added Pool Removal and (2) Electrical Panel Replacements	\$42,790.00
21	Revised SHOPP Pavement Rehabilitation Work Limits	\$657,200.00
22	Revised East End Ultimate Paving Limits	\$257,050.00
23	4th Street Striping	\$14,000.00
24	GAD and ROW Revisions	(\$470,125.00)
25	Deletion of Sound Wall 1190	(\$322,150.00)
26	Euclid Eastbound Exit Ramp Ground Anchor Wall Limits	\$155,400.00
27	Reduced Speed Limit Requirements	\$260,000.00
28	Additional Toll Rate Dynamic Message Signs	\$290,900.00
29	Revised Maintenance Requirements for Specific Auxiliary Lanes	\$0.00
30	Right of Way and Utility Design Revisions	\$719,277.00
30 S-1	Utility Revisions near Monte Vista Avenue	\$617,905.00
31	Additional Design Revisions for Right-of-Way Changes	\$25,767.00
32	Clearing of the TCE and Pool Mitigation Work	\$30,380.00
32 S-1	Clearing of the TCE and Pool Mitigation Work	(\$16,122.00)
33	Rock Curb Extension at Euclid Avenue	\$77,892.00
34	7th Street and 2nd Avenue Sidewalk Improvements	\$79,732.00
Jan 2021	BOD approves revised funding plan with contingency reduction	(21,400,000)
35	Revised TCS CCTV Camera System	\$76,517.00
37	Partnering Facilitator Payment	\$50,000.00
38	Emergency Property Fence Fix	\$1,631.00
39	I-10/I-15 North to West Connector – 55-hour Closure	\$0.00
40	55-Hour Closure, Storm And Deck Drains	\$730,000.00
40 S-1	55-Hour Closure Statement	(\$75,000.00)
41	Recessed Pavement Markers	\$6,384.00
42	Telecommunication Conduits/ROW Support	\$111,843.48
43	Extra Maintenance for CHP Directed Closure	\$12,652.00
44	Extra Maintenance for Hazardous Materials Clean Up	\$1,111.00
45	Additional Industrial Driveway on Sultana Avenue at Edison Elementary	\$10,000.00
46	Additional 55-Hour Closures on Segment 4	\$0.00
47	All Compensation for Design, Construction and all Ancillary Items to Complete Additional Work	\$900,000.00
48	DB CN 0130 and CN 1135 Additional SOW for AT&T	\$117,500.00
49	Removal of Abandoned Pipes along Monte Vista Avenue	\$85,000.00
50	Credit for the Design, Construction and all Ancillary Items to Complete Additional Work	(\$750,000.00)
51	Change Concrete Barrier Type from 736 to 836	\$3,600,000.00
52	Property Commitment at 1325 Fresno Street – Criner Property	\$41,000.00
53	Reflective Traffic Signal Backplates	\$120,000.00
54	Relocation of Ramp Meter System RMS at Vineyard WB On-Ramp DL-139	\$182,000.00
55	9222 Vernon Avenue Maki Private Property Drainage Improvement	\$16,000.00

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56	Additional Work at WB I-10, East of I-10/Vineyard IC	\$345,000.00
57	Removal of Abandoned Pipelines CN 0565 & CN 0566 at Monte Vista/I-10 UC Structure	\$90,000.00
58	Holt Blvd. Off-Ramp UC LT Closure Wall Aesthetic Finish	\$35,000.00
59	Monte Vista WB On-Ramp Shoulder Pavement DL-121	\$217,500.00
60	Directive – Add “International” to Ontario Airport Signs	\$50,000.00
61	Furnish Ramp Meter Cabinets	\$210,000.00
62	Additional SHOPP Paving Archibald Ramp Pavement Rehab	\$98,500.00
63	Additional Work for MWD Encasement Extension	\$752,000.00
64	Additional SHOPP Rehab Work - Slab Repair Near I-10/Etiwanda Ave IC	\$92,500.00
65	Addition of Eight 55-Hour Closures in Segment 2	\$0.00
66	Additional Work Mountain Ave EB On-Ramp Right-of-Way Fencing	\$10,250.00
67	SCE Profile Euclid Ave and Vineyard Ave and Asbestos Removal 6th St Bridge	\$110,655.00
69	Turner Channel Drainage System Improvements	\$258,014.00
70	Non-Traffic Rated Pull Boxes 6-Inch Below Grade	\$61,775.00
71	Caltrans Statewide Trash Implementation Plan	\$289,880.00
72	Drainage System 20 Improvements Vicinity of I-10 Monte Vista Ave	\$1,677,926.00
73	Remove Existing Planting and Repair Existing State Right-of-Way Fence Along I-10 EB Mountain Avenue On-Ramp	\$61,016.00
74	Extension of Hot Mix Asphalt (HMA) Expiration Date by 12 Months and Assist with Asbestos Abatement at Euclid Bridge Overcrossing	\$10,000.00
75	Change in Maintenance Pricing and How it Will be Compensated	\$0.00
76 S-1	Addition of 60D Barrier at Holt Boulevard Off-Ramp	\$1,050,002.00
77	Change in Rates for Freeway Service Patrol (FSP)	\$0.00
79	Provide 4” Conduit and Pull Boxes at Vineyard Avenue Bridge for Future City of Ontario Fiber Optic per City Request	\$1,833.00
80 S-1	Reconstruct Retaining Walls 1152 and 1153 Along San Antonio Ave.	\$510,012.00
84	Replace a Portion of Existing Departure Slab Pavement, Previously Shown to Remain at Benson Avenue Bridge per Caltrans Request	\$132,144.00
86	Resolution of Contract Change Request (CCR) No. 132.1 Traffic Control for Utility Workers	\$281,221.00
87	Remove Existing Southern California Edison (SCE) Conduits at Monte Vista and 4th Street	\$300,000.00
CCO TOTAL		\$15,006,612.48
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$51,369,000.00

Toll Service Provider – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Review Board	\$75,000.00
2	Partnering	\$0.00
3	Right of Way (ROW) Revisions	\$0.00
4	Revised NTP 2 Start Date	\$0.00
6	Revised Enforcement Beacon Specifications	(\$1,952.00)
7	Added TRDMS to Two On-Ramps	\$193,850.00
CCO TOTAL		\$266,898.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,855,000.00

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US 395 Phase 1 Widening Project – Executed Change Orders		
Number	Description	Amount
1	Maintain Public Traffic	\$100,000.00
2	Storm Water Shared Costs	\$25,000.00
3	Partnering	\$20,000.00
4	Establish Dispute Resolution Advisor	\$20,000.00
5	Cleaning of Drainage Systems	\$30,000.00
6	Buried Man-Made Objects	\$15,000.00
7	Maintain Existing Temporary Electrical Systems	\$15,000.00
7 S-1	Additional Funds	\$85,000.00
8	Maintain Temporary Tortoise Fence	\$15,000.00
9	Revised Temporary HMA Requirements	(\$11,000.00)
10	Revised Temporary HMA Specifications	(\$3,180.00)
11	Additional Earthwork	\$35,905.00
12	Protect Existing Drainage Systems	\$70,000.00
13	Added Saw Cut to coordinate with Kinder Morgan work	\$24,304.00
14	Provide Access to A Local Business	\$11,800.00
15	Quantity Increases; Bid Items 21, 26 & 83	\$78,780.00
15 S-1	Revised Bid Item Quantities	\$356,374.49
15 S-2	Revised Bid Item Quantities	\$34,801.30
16	Drainage System 14 Modifications	\$10,270.00
17	Removal of 31 Concrete Headwalls and Wingwalls	\$52,583.75
18	Drainage System 7 Modifications	\$31,356.00
19	Adjust Manholes to Grade	\$10,000.00
19 S-1	Additional Funds	\$5,000.00
20	Additional HMA Paving for Revised Staging	\$127,670.90
21	Modified Drainage System Opening on Retaining Wall 794	\$4,103.35
22	Revisions at North of Mojave Drive Intersection	\$150,000.00
22 S-1	Revisions at North of Mojave Drive Intersection	\$150,000.00
23	Revised Pile Cap Concrete Requirement for Sound Wall 875	\$217,665.25
25	Added curb on the Southeast Corner of Air Base Road	\$2,040.00
26	Electrical Design Changes at the Air Base Road Intersection	\$43,363.00
27	Added Hydroseed	\$35,324.00
28	Added MGS per Safety Commission	\$50,000.00
29	Additional Pavement Markings and Striping	\$50,000.00
29 S-1	Additional Funds	\$7,000.00
30	Revised Joshua Wash Bridge Wingwalls	\$50,000.00
31	Payment Adjustment for Gravel Bag Quantities	\$40,138.32
32	Additional Safety Commission Revisions	\$45,000.00
33	Installation and Testing of Additional Electronic Ball Markers	\$8,569.95
34	Stage 4 Temporary Striping	\$73,706.00
35	Seneca Interchange Revisions	\$108,331.64
CCO TOTAL		\$2,194,906.95
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$8,741,611.75

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Monte Vista Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Resolution Board	\$15,000.00
1 S-1	Revise Special Provision Language	\$0.00
1 S-2	Additional Funds	\$10,000.00
2	Partnering Workshop	\$15,000.00
3	Traffic Control	\$10,000.00
3 S-1	Additional Funds	\$10,000.00
4	Federal Training Program	\$12,000.00
5	Post-Tensioning Duct Size Change	\$0.00
7	Storm Water Shared Costs	\$50,000.00
8	Relocate 8” Water Line	\$8,000.00
8 S-1	Additional Funds	\$10,386.03
9	Drainage System for Adjacent Property	\$14,925.00
10	Masonry Block Change	\$0.00
11	Sewer Lateral Piping Size Change	\$6,013.00
12	Future Electrical Conduits for Montclair	\$39,385.00
13	Change in Phasing of Work	\$0.00
14	Precast Girder Reinforcement Change	\$0.00
15	Change in Phasing of Work	\$0.00
16	Water Line Modifications	\$8,790.00
16 S-1	TRO Payment for Delays Related to CCO No. 16	\$124,800.00
16 S-2	Additional Funds	\$54,689.60
17	Modify Overhead Signs and Install Pedestrian Barricades	\$6,765.97
21	Additional Sewer Service Lateral Connections	\$10,850.00
22	Girder Reinforcement Splicing Option	\$0.00
23	Deleting Sidewalk	(\$12,540.00)
25	HMA Along Private Access Road	\$16,000.00
26	Temporary Embankment for SCE	\$15,000.00
27	Temporary Shoring for SCE	\$60,000.00
28	Modify Water Line in Conflict with SCE	\$10,000.00
29	Storm Drain Lateral Realignment	\$14,110.00
31	Driveway for Future Development	\$3,187.80
32	Potholing/Locating AT&T & Level 3 Utilities	\$60,000.00
33	Deduction for Rejected Piles	(\$10,000.00)
34	Modified Quantities Due to the Field Conditions	\$29,257.95
34 S-1	Modified Quantities Due to the Field Conditions	\$105,453.57
34 S-2	Modified Quantities Due to the Field Conditions	\$9,450.00
35	Conduit for SCE Service Connection for Traffic Signal System	\$8,000.00
36	Additional MSE Wall Drainage	\$8,000.00
37	Water Supply Modifications	\$15,000.00
38	Seal Coat Specification Change	(\$2,000.00)
39	Removal of UPRR Sign Foundations	\$5,000.00
41	Resolution of NOPC No. 3	(\$59,986.00)
42	Revised Canopy at Taxi Yard	\$0.00

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43	Landscaping Revisions	\$11,286.00
44	Added Headwall and Retaining Curb	\$10,000.00
45	Drainage Inlet Repair Damaged by Public	\$7,500.00
45 S-1	Additional Funds	\$381.43
46	Project Substantial Completion	\$0.00
47	Wire Mesh Substitution	\$15,000.00
48	Fence and Gate Revisions	\$52,336.60
49	Monument Modifications	\$6,500.00
49 S-1	Additional Monument Modifications	\$46,000.00
52	Additional work required by UPRR	\$10,577.00
53	Additional Erosion Control	\$16,000.00
54	Fence Repairs Damaged by Public	\$13,184.00
CCO TOTAL		\$869,302.95
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,498,958.60

Mount Vernon Avenue Viaduct Design-Build Project – Executed Change Orders		
Number	Description	Amount
1	Added Perimeter Fence, K-rail and Signage	\$21,500.00
1 S-1	Install/Maintain Temporary Fence	\$28,670.86
2	Partnering	\$100,000.00
3	Temporary Crossing	\$700,000.00
3 S-1	Additional Funds	\$225,000.00
3 S-2	Construct Railroad Temporary Construction Crossing	\$13,889.15
3 S-3	Temporary Railroad Crossing	\$27,744.36
5	Asbestos Removal	\$100,000.00
5 S-1	Additional Funds	\$954,863.00
5 S-2	Asbestos Coating Abatement	\$429,723.86
5 S-3	Bridge Demolition Engineer – Increase Time	\$67,977.25
5 S-4	Asbestos Coating Abatement	\$159,481.26
7	Add Fire Hydrants	\$112,200.00
8	Test Unforeseen Buried Man-made object	\$1,341.55
9	Decommission/Abandon Water and Sewer Lines	\$203,852.65
10	Added Utilities Work at Kingman Street	\$377,389.28
12	Increase Contractor Overhead – Increase Time	\$208,232.35
15	Design for Additional Street Lights on Alley and Cabrera	\$15,400.00
16	Design for Bike Lanes E 2 nd	\$14,190.00
17	BNSF Fence Removal	\$12,332.14
18	Specified Dispute Resolution Board Reimbursement	\$100,000.00
20	North Abutment Embankment Removal	\$141,592.00
21	Kingman Widening	\$107,497.50
CCO TOTAL		\$4,122,877.21
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$17,230,000.00

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I-10 University Street Improvement Project – Executed Change Orders		
Number	Description	Amount
1	Time Extension (Delay Start)	\$0.00
2	Maintain Traffic	\$10,000.00
2 S-1	Maintain Roadway and Traffic	\$15,000.00
3	Time Extension	\$20,000.00
4	Tree Removals	\$17,096.27
5	Dispute Resolution Advisor DRA	\$10,000.00
6	Replace Pavement Structural Section	\$393,852.01
6 S-1	Replace Pavement Structural Section	\$20,000.00
6 S-2	Replace Pavement Structural Section	\$11,500.00
7	WB On-Ramp Modification	\$229,391.13
8	Modify Signal Controller	(\$11,348.73)
9	Relocate Signal Push Button Pole	\$13,372.65
10	Install of Signal Conduit to Avoid Conflict	\$15,129.64
11	Differing Site Condition	\$28,061.09
12	Disposal of Fiber Optic Vault	\$4,940.41
13	Revised Elevations for Curb and Gutter	\$2,862.64
15	Payment Adjustment per Price Index due to Crude Oil Prices	\$38,500.00
16	Water Meter Revisions	\$61,564.00
17	Install Joint Sealant	\$9,433.79
18	Add Master Remote Control Valve	\$2,500.00
19	Sewer Line Repair	\$6,000.00
20	Increase and Adjustment of Bid Item No. 108 to Remove Concrete Curb and Gutter	\$22,171.80
21	Additional Earthwork	\$7,500.00
22	Additional Push Button Pole Installation	\$7,500.00
23	Repair Electrical Line	\$8,000.00
24	Additional Irrigation Wiring	\$7,500.00
25	Remove and Dispose of Material from Drains	\$4,831.71
27	Quality Assurance Testing Added Cost	\$10,907.98
28	Additional Fiber Roll and Shared Maintenance Costs	\$8,000.00
29	Additional Grading of Sloped Areas	\$8,500.00
30	Install 3 Cables from Pull Box to Pull Box	\$15,000.00
31	Add Bike Friendly Grates	\$2,500.00
32	Increase and Adjustment to Bid Item 142	\$10,350.56
34	Add Straight Arrow Pavement Legend Added to East Bound Off-Ramp	\$3,500.00
35	Install Bonded Fiber Matrix to Unprotected Slopes and Add Temporary Fiber Roll South of East Bound Off-Ramp	\$6,670.87
37	Extra Work at Force Account to Install Required Signs	\$16,700.00
CCO TOTAL		\$1,037,487.82
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,500,590.00

I-10 Alabama Street Improvement Project – Executed Change Orders		
Number	Description	Amount
1	SWPPP Maintenance	\$20,000.00
2	Traffic Control Devices	\$30,000.00
3	Electrical Works Utility Modifications	\$25,000.00

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

4	Stage 1A Value Engineering Change Proposal (VECP) Credit	(\$20,362.87)
5	Caltrans Change of 12 Inch LED Lights	\$3,512.38
6	Relocation of Existing Data Node at Westbound Off-Ramp	\$30,300.00
7	Supply of Additional Polyester Trash Nets for Storm Water Systems	\$6,732.00
8	Extra Work for Pile Installation due to Differing Site Condition	\$20,000.00
9	Extra Work for Revised Irrigation to Add Water Meter Connections	\$80,000.00
10	Provide Manual Irrigation for Planting Extra Work	\$15,000.00
11	Oil Index Increase according to Contract Specifications	\$18,864.41
CCO TOTAL		\$229,045.92
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,338,886.33

I-10 Cedar Avenue Improvement Project – Executed Change Orders		
Number	Description	Amount
1	Modify Notice to Proceed to Allow Early Start	\$0.00
		\$0.00
CCO TOTAL		\$0.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$8,098,400.00

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

Minute Action

AGENDA ITEM: 3

Date: March 9, 2023

Subject:

State Route 210 Lane Addition and Baseline Interchange Project Request to Release Invitation for Bids No. 23-1002917 for Establish Existing Planting

Recommendation:

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

Approve release of Invitation for Bids No. 23-1002917 for extended landscape maintenance of the State Route 210 Lane Addition and Baseline Interchange Establish Existing Planting Project.

Background:

In February 2018 and June 2019, respectively, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Cooperative Agreement No. 17-1001722 and Amendment No. 1 to Cooperative Agreement No. 17-1001722 with the California Department of Transportation (Caltrans), whereby SBCTA is the lead agency for construction of the State Route (SR) 210 Lane Addition and Baseline Interchange within the Cities of Highland and Redlands, between Sterling Avenue and Interstate 10 (I-10). In addition to landscape construction and a one-year plant establishment period, SBCTA shall provide four (4) years of Establish Existing Planting (EEP) maintenance.

In November 2019, the SBCTA Board approved the award of Contract No. 19-1002078 to Guy F. Atkinson Construction, LLC. for freeway widening, including highway landscape construction followed by one-year of plant establishment. This contract is scheduled for completion in June 2023. The new four-year EEP contract is required to be in place at that time.

Per the cooperative agreement, SBCTA shall advertise and award a contract for the four-year landscape EEP maintenance and shall be responsible for the water costs during the first two (2) years of this maintenance period. After the first two-year period, Caltrans will be responsible for payment of water supplied to the project. The Engineers Estimate for the cost of this EEP maintenance work, including supplemental funds and contingency, is \$1,126,500.

Staff is recommending approval to advertise Invitation for Bids (IFB) No. 23-1002917 for the SR 210 Lane Addition and Baseline Interchange EEP Project.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0820 Freeway Projects, Sub Task No. 0887 SR 210 Lane Addition and Baseline Interchange Project.

Reviewed By:

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

Responsible Staff:

Khalid Bazmi, Construction Manager

Entity: San Bernardino County Transportation Authority

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Minute Action

AGENDA ITEM: 4

Date: March 9, 2023

Subject:

Interstate 15 Cooperative Agreement No. 23-1002843 with California Department of Transportation

Recommendation:

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

A. Allocate \$27,414,709 in Federal Surface Transportation Block Grant Program (STP) funds and \$25,710,784 in Congestion Mitigation and Air Quality Improvement Program funds to the construction phase of the Interstate 15 (I-15) Corridor Freight and Express Lanes Project - Contract 1.

B. Authorize the Executive Director, or his designee, to execute Cooperative Agreement No. 23-1002843 with the California Department of Transportation for the construction phase of the I-15 Corridor Freight and Express Lanes Project - Contract 1, in a not-to-exceed amount of \$12,219,684 to be paid with \$6,702,484 in STP funds and \$5,517,200 in Measure I Valley Freeway Program funds, subject to approval as to form by General Counsel and approval of the Plans, Specifications, and Estimates package.

Background:

The Interstate 15 (I-15) Corridor Freight and Express Lanes Project - Contract 1 (Project) will add auxiliary lanes to improve freight corridor movement and an addition of one (1) to two (2) express lanes in each direction on the I-15 from south of State Route (SR) 60 to north of Foothill Boulevard, in the City of Rancho Cucamonga. The Environmental Document (ED) for the I-15 Corridor Project was approved in December 2018. The Project will be delivered in multiple construction packages. The first construction package, known as the I-15 Corridor Freight and Express Lanes Project – Contract 1, will add auxiliary lanes at select locations in order to improve freight movement and reduce traffic congestion. Construction packages for portions north of Foothill Boulevard to Duncan Canyon Road will be developed in the future based on funding considerations. Final design work for the Project is ongoing with activities consisting of structure design, and developing Plans, Specifications, and Estimates (PS&E). Coordination with Riverside County Transportation Commission (RCTC) and the California Department of Transportation (Caltrans) is ongoing regarding the interface between the Riverside and San Bernardino County portions of work.

Cooperative Agreement No. 23-1002843 with Caltrans is a standard agreement to define the roles and responsibilities between both agencies for the Construction Phase of the project. Under this agreement, San Bernardino County Transportation Authority (SBCTA) will lead the project delivery efforts in the Construction Phase while Caltrans will perform oversight. Since this project is revenue generating, this requires reimbursement for Caltrans' oversight effort as described within the agreement. This Caltrans oversight effort in the agreement is estimated at a not-to-exceed amount of \$6,702,484 for the Construction Phase and is calculated as 20 percent of the Construction Management Services for the Project. This work will be funded with Federal Surface Transportation Block Grant Program (STP) funds that Caltrans will access

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

March 9, 2023

Page 2

directly and will not flow through the SBCTA Budget. The agreement also specifies that SBCTA as the Local Agency will be responsible for Project funding including Measure I Valley Freeway and other State and Federal funds in the amount of \$340,789,783. Of this \$5,517,200 will be paid to Caltrans with Measure I Valley Freeway Program funds for Department Furnished Materials.

The current construction cost estimate exceeds the 10-Year Delivery Plan by \$73.8 million. The construction cost increase is due to the refinement of the design including quantity and unit price increases. Of this, \$12.9 million will be paid by RCTC for cost increases in Riverside County, \$53 million in Federal funds are recommended pursuant to the SBCTA Board of Directors approval in March 2023 to maximize the San Bernardino County programming of Congestion Mitigation and Air Quality Improvement Program and STP funds in the County, and \$4.9 million in Measure I Valley Freeway Program funds will be used until they are reimbursed by future toll revenue for costs in Riverside County. The additional \$2.8 million is proposed to be funded with Measure I Valley Freeway Program funds. This proposed programming is presented in Funding Summary No. 1 in Cooperative Agreement No. 23-1002843.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget for Task No. 820, Freeway Projects, Sub-Task No. 0831.

Reviewed By:

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

Responsible Staff:

Sal Chavez, Project Delivery Manager

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

Witnessed By:

San Bernardino County Transportation Authority

Contract Summary Sheet

4.a

General Contract Information

Contract No: 23-1002843 Amendment No.: _____
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 00450 Vendor Name: California Department of Transportation
 Description: I-15 Corridor Freight and Express Lanes Project; Construction Cooperative Agreement

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	5,517,200.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	5,517,200.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	5,517,200.00

Contract Authorization

Board of Directors Date: 04/05/2023 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

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

Local _____ Funding Allocation _____ N/A _____

Accounts Payable

Estimated Start Date: 04/05/2023 Expiration Date: 12/31/2039 Revised Expiration Date: _____

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

							Total Contract Funding:		Total Contingency:	
							\$	5,517,200.00	\$	-
GL	4110	40	0820	0831	53701	41100000		5,517,200.00		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-

Mohammad Saleem

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes: Per the cooperative agreement SBCTA will pay Caltrans \$6.7M for oversight costs; however, these will be federal funds that Caltrans will access directly and will not flow through the SBCTA budget. The amount noted here is for State Furnished Materials.

Attachment: CSS 23-1002843 [Revision 3] (8812 : I-15 Cooperative Agreement No. 23-1002843 with Caltrans)

Project No. 0822000075

EA 0R801

08-SBD-15-0.0/6.3

SBCTA Contract No. 23-1002843

COOPERATIVE AGREEMENT COVER SHEET

Work Description

TO ADD TWO EXPRESS LANES EACH WAY IN THE MEDIAN, ADD AUXILIARY LANES AT SELECT LOCATIONS AND OTHER OPERATIONAL IMPROVEMENTS. THIS CONSTRUCTION PROJECT IS ON I-15, FROM SOUTH OF CANTU-GALLEANO RANCH ROAD IN RIVERSIDE COUNTY TO NORTH OF FOOTHILL BLVD IN SAN BERNARDINO COUNTY.

Contact Information

CALTRANS

Raghuram Radhakrishnan, Project Manager

464 West Fourth Street

San Bernardino, CA 92401

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Email: raghuram.radhakrishnan@dot.ca.gov

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Sal Chavez, Project Delivery Manager

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San Bernardino, CA 92410

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Table of Contents

COOPERATIVE AGREEMENT (DRAFT)	1
RECITALS	1
RESPONSIBILITIES	3
Sponsorship	3
Implementing Agency	3
Funding	4
CALTRANS' Quality Management	5
CEQA/NEPA Lead Agency	5
Environmental Permits, Approvals and Agreements	5
CONSTRUCTION	6
Schedule	10
Additional Provisions	10
Standards	10
Noncompliant Work	10
Qualifications	11
Consultant Selection	11
Encroachment Permits	11
Protected Resources	11
Disclosures	11
Hazardous Materials	12
Claims	13
Accounting and Audits	14
Interruption of Work	15
Penalties, Judgements and Settlements	15
Environmental Compliance	15
GENERAL CONDITIONS	16
Venue	16
Exemptions	16
Indemnification	17
Non-parties	17
Ambiguity and Performance	17
Defaults	18
Dispute Resolution	18

Prevailing Wage	19
SIGNATURES.....	20
FUNDING SUMMARY No. 01	1
FUNDING TABLE.....	1
SPENDING SUMMARY	2
Funding	3
Invoicing and Payment.....	4
CONSTRUCTION Support	5
CONSTRUCTION Capital	5
Department Furnished Materials (DFM).....	5

DRAFT

COOPERATIVE AGREEMENT (DRAFT)

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

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

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

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *to add two express lanes each way in the median, add auxiliary lanes at select locations and other operational improvements. This construction project is on I-15, from south of Cantu-Galleano Ranch Road in Riverside County to north of Foothill Blvd in San Bernardino County*, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

- CONSTRUCTION

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

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

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

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

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

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

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

5. The following work associated with this PROJECT has been completed or is in progress:
- SBCTA approved the Categorical Exemption Mitigated Negative Declaration on December 20, 2018. (Cooperative Agreement No. 1588).
 - SBCTA approved the Categorical Exclusion Finding of No Significant Impact on December 20, 2018. (Cooperative Agreement No. 1588).
 - R/W Certification is in progress and will be complete by target date of April 17, 2023.
 - Plans, Specifications and Estimate is in progress and will be complete by target date of January 31, 2023.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

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

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

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

Implementing Agency

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

- SBCTA is the CONSTRUCTION IMPLEMENTING AGENCY.

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

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

Funding

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

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

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

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

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Federally ineligible work shall not be paid with federal or local-federal fund types, or the portion of non-federal fund types used to match the federal funds. PARTIES shall ensure any fund type used for federally ineligible work will not exceed the proportional share of fund types within PROJECT COMPONENT.
17. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

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

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

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

CEQA/NEPA Lead Agency

23. CALTRANS is the CEQA Lead Agency for the PROJECT.
24. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

25. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.
26. 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.

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

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
State Waste Discharge Requirements (Porter Cologne), Regional Water Quality Control Board
1602 California Department of Fish and Wildlife

CONSTRUCTION

28. 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.
29. 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 – Revenue Generating project	YES

30. 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.
31. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
32. 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.

33. CALTRANS will not issue an encroachment permit to SBCTA for construction work until the following conditions are met:
- CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
 - Any new or amended maintenance agreements required for the WORK are executed.
 - Any new or amended Freeway Agreement required for the WORK are executed.
34. 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.
35. 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.
36. 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) work days the IMPLEMENTING AGENCY will not award the construction contract.
37. CALTRANS will not issue an encroachment permit to SBCTA's construction contractor until CALTRANS accepts:
- The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
38. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and Source Inspection QMP (SIQMP) are subject to review and approval by the State Materials Engineer.
39. 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.

40. 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.
41. SBCTA will provide a landscape architect who will be responsible for all landscaping activities within the State Highway System.
42. SBCTA will implement changes to the construction contract through Change Orders. PARTIES will review and concur on all Change Orders over \$150,000.
43. 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).
44. SBCTA will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.
45. 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.
46. 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 DFM deemed necessary during the PROJECT construction.

CALTRANS will make the DFM available at a CALTRANS-designated location.

47. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:

- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
- CALTRANS approves a request from SBCTA for relief from maintenance of the PROJECT or a portion thereof.

48. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

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

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

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

Schedule

50. 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.
51. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

Additional Provisions**Standards**

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

Noncompliant Work

53. 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

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

Consultant Selection

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

Encroachment Permits

56. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to SBCTA, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
57. 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

58. 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

59. 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.

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

Hazardous Materials

61. 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.

62. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

63. 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.

64. 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.

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

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

66. 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

67. 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.
68. 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.
69. 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

70. 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.

71. 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.

72. 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.

73. 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.
74. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

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

Penalties, Judgements and Settlements

76. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
77. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
78. 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

79. 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.

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB 1)

80. As the IMPLEMENTING AGENCY, SBCTA will prepare and submit to CALTRANS a Completion Report, in accordance with California Transportation Commission (CTC) SB1 Accountability and Transparency Guidelines.

SBCTA must submit a Completion Report for the construction component to CALTRANS for approval within four (4) months of Construction Contract Acceptance or when the project becomes operable, whichever is sooner. Thereafter, CALTRANS will have two (2) months to review and approve the report prior to submission to the CTC. The Completion Report should not be delayed due to claims, plant establishment periods, ongoing environmental mitigation monitoring, or other reasons.

SBCTA must submit a Final Delivery Report to CALTRANS for approval within four (4) months of conclusion of all remaining project activities beyond the acceptance of the construction contract. Thereafter, CALTRANS will have two (2) months to review and approve the report prior to submission to the CTC. The Final Delivery Report will reflect final project expenditures, any changes that occurred after submittal of the Completion Report, and an updated evaluation of the benefits.

81. In those instances where PARTIES have signed a PROJECT scope, cost, and schedule and benefit baseline data agreement (BASELINE AGREEMENT), PARTIES agree to abide by the terms and conditions of that PROJECT BASELINE AGREEMENT. The PROJECT BASELINE AGREEMENT is incorporated and made a part of this AGREEMENT, by reference.
82. Notwithstanding anything to the contrary in this AGREEMENT, PARTIES are not permitted to make changes to the scope, cost, schedule or benefits of the PROJECT, unless approved by CTC.
83. PARTIES will meet the requirements of The Road Repair and Accountability Act of 2017 (SB 1), Chapter 5, Statutes of 2017, California Transportation Commission (CTC) SB1 Accountability and Transparency Guidelines, and the CTC's Trade Corridor Enhancement Program (TCEP) guidelines.

PARTIES agree that contributed funds originating from the TCEP can be expended on any item identified in the PROJECT phase that is funded with TCEP. In the event of a cost overrun, CALTRANS shall contribute an amount not exceeding what is proportional to their original TCEP funding contribution. This original TCEP funding contribution is identified in the Project Programming Request (PPR), which was submitted with PROJECT BASELINE AGREEMENT

GENERAL CONDITIONS

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

Venue

85. 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

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

Indemnification

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

Non-parties

89. 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.
90. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

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

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

92. 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

93. 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

94. 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.

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

Prevailing Wage

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

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

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

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

SIGNATURES

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

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

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Catalino A. Pining III
District Director

Verification of funds and authority:

Corina Harriman
District Budget Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

(NOT FOR SIGNATURE AT THIS TIME)

Art Bishop
Board President

Approved as to form:

Juanda Daniel
Assistant General Counsel

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u>					
<u>IMPLEMENTING AGENCY →</u>			<u>SBCTA</u>		Totals
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	
STATE	SBCTA	STIP/RIP	0	72,274,000	72,274,000
STATE	SBCTA	SB1/LPP-Formula	0	11,554,000	11,554,000
STATE	SBCTA	SB1/TCEP-Local	0	52,200,000	52,200,000
STATE	SBCTA	SB1/TCEP-State	0	66,539,000	66,539,000
LOCAL-FEDERAL	SBCTA	STP	6,702,484	20,712,225	27,414,709
LOCAL-FEDERAL	SBCTA	CMAQ	0	38,644,784	38,644,784
LOCAL	SBCTA	Local	33,871,769	44,994,005	78,865,774
Totals			40,574,253	306,918,014	347,492,267

v 21					
<u>SPENDING SUMMARY</u>					
Fund Type	CONST. SUPPORT		CONST. CAPITAL		Totals
	CALTRANS	<u>SBCTA</u>	<u>SBCTA</u>	DFM CALTRANS	
STIP/RIP (CON)	0	0	72,274,000	0	72,274,000
SB1/LPP-Formula (CON)	0	0	11,554,000	0	11,554,000
SB1/TCEP-Local (CON)	0	0	52,200,000	0	52,200,000
SB1/TCEP-State (CON)	0	0	66,539,000	0	66,539,000
STP (CON)	6,702,484	0	20,712,225	0	27,414,709
CMAQ (CON)	0	0	38,644,784		38,644,784
Local (CON)	0	32,492,573	44,761,840	5,517,200	82,771,613
Local (EEP)	0	379,596	379,596		759,192
Local (TSP)	0	999,600	9,508,297		10,507,897
Totals	6,702,484	33,871,769	301,400,814	5,517,200	347,492,26783

Funding

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

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

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

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

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

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

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 Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. 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 Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If SBCTA invoices for rates in excess of CalHR 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.
7. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

Invoicing and Payment

8. 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.
9. 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.
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. CALTRANS will invoice and SBCTA will paid actual cost occurred. CALTRANS will invoice SBCTA for a \$50,000 initial deposit after execution of this AGREEMENT.

CONSTRUCTION Capital

13. SBCTA will invoice and CALTRANS will reimburse for actual costs incurred and paid. CALTRANS will invoice SBCTA for a \$100,000 initial deposit for DFM after execution of this AGREEMENT.

Department Furnished Materials (DFM)

14. CALTRANS will invoice SBCTA the estimated cost of Department Furnished Materials (DFM) as shown in the Funding Summary of this AGREEMENT. SBCTA will reimburse CALTRANS the invoiced amount at least forty-five (45) working days prior to the commencement of CONSTRUCTION expenditures. Based on the final accounting, CALTRANS will invoice or refund SBCTA as necessary to satisfy the financial commitments associated with DFM in this AGREEMENT.

Minute Action

AGENDA ITEM: 5

Date: March 9, 2023

Subject:

Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 Riverside County Toll System Modifications Sole Source Contract

Recommendation:

Receive and file report on sole source contract necessary for the Interstate 15 Corridor Freight and Express Lanes Project - Contract 1.

Background:

Design for the Interstate 15 (I-15) Corridor Freight and Express Lanes Project (Project) continues and is anticipated to be completed and approved in spring 2023. The project will add two (2) express lanes in each direction on the I-15 from Cantu-Galleano Ranch Road in Riverside County to Arrow Route in San Bernardino County and one (1) express lane in each direction from Arrow Route to just north of Foothill Boulevard. The express lanes will connect to the 15 Express Lanes currently in operation in Riverside County.

The design team has identified several components of the existing Riverside County Transportation Commission (RCTC) 15 Express Lanes facility that require temporary or permanent relocation to facilitate implementation of the Project. These components include fiber-optic communication systems, toll pricing signs, closed circuit television cameras, communications antennae, changeable message signs and toll collection system cabinets. Several of these features require temporary moves to facilitate the construction staging of the new San Bernardino County Transportation Authority (SBCTA) Express Lanes while others require permanent moves so that RCTC can continue to operate their system during and after completion of construction.

It is necessary for SBCTA to contract with RCTC's Toll Service Provider (TSP), Kapsch, to ensure that the RCTC facilities are not impacted during or following construction. Kapsch is positioned as the only vendor capable of servicing the current RCTC 15 Express Lanes infrastructure. Kapsch designed the RCTC toll collection system, procured all system components, installed the system, calibrated and tested all equipment and is responsible for the maintenance and operation of the RCTC 15 Express Lanes toll collection system.

RCTC's project financing requires operation of their facility to be continuous and any disruption to their system during construction of the Project is the responsibility of SBCTA. With Kapsch under contract to SBCTA during Project construction, the SBCTA construction management team will be able to manage the Kapsch schedule and ensure their efforts are performed in concert with SBCTA's construction schedule, thus minimizing impacts to the RCTC 15 Express Lanes.

SBCTA has developed a Project scope of work based on the Project design and coordination with RCTC. An Independent Cost Estimate has been developed that will provide the basis for negotiating a sole source contract with Kapsch to complete the required work efforts. Staff anticipates bringing an item to the Board of Directors Metro Valley Study Session in spring 2023 for consideration of award of this sole source contract.

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

March 9, 2023

Page 2

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Timothy Byrne, Director of Toll Operations

Minute Action

AGENDA ITEM: 6

Date: March 9, 2023

Subject:

Measure I Valley Major Street Projects Program Allocation Planning for Fiscal Year 2023/2024

Recommendation:

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

Approve the following amount for consideration in the SBCTA Fiscal Year 2023/2024 Budget: Valley Major Street Arterial Sub-Program for \$34,292,327.71.

Background:

San Bernardino County Transportation Authority (SBCTA) staff is engaged in the Measure I Major Street Projects Program allocation planning process for Fiscal Year (FY) 2023/2024. This process provides information that both SBCTA and its member agencies will use in the preparation of their capital budgets. One of the allocation planning activities is to calculate the fair-share distribution of Valley Major Street Projects Program - Arterial Sub-Program funds among Valley member jurisdictions. Attachment 1 summarizes Measure I Valley Arterial Sub-Program prior years' allocations, the proposed FY 2023/2024 allocations, invoiced reimbursements, and arterial loans as of January 31, 2023.

On June 3, 2020, after a reconciliation of the Valley Major Street Projects Program - Arterial Sub-Program, three jurisdictions had allocations exceeding their equitable share of revenue, and the SBCTA Board of Directors (Board) approved a 15-year allocation adjustment strategy to adjust future allocations among jurisdictions and restore jurisdictional equity to the Sub-Program. FY 2023/2024 includes the third of fifteen years of allocation adjustments.

Table 1 shows the overall proposed FY 2023/2024 Measure I Valley Arterial Sub-Program allocations by jurisdiction, as well as the cumulative allocation from FY 2009/2010 through FY 2023/2024, and the invoices processed or processing as of January 31, 2023. An expanded table showing how the recommended arterial allocations were derived is provided in Attachment 1. The cumulative allocation already includes the adjustments from the 15-year allocation adjustment strategy. Each jurisdiction will have access to their cumulative total, less what they have already invoiced. Jurisdictions with negative balances have Board-approved advances.

Table 1 - Measure I Arterial Sub-Program FY 2023/2024 Allocation Proposal and Status

Jurisdiction and Share		Allocations and Invoicing			
A	B	C	D	E	F
Jurisdiction	Equitable Share	<u>Proposed</u> FY23/24 Allocation Est * Equitable Share + Equitable Share Adjustment	Proposed Cumulative Allocations FY10/11-23/24	Arterial Invoicing Reimbursements thru FY22/23 (at 1/31/23)	Balance of Allocation Available thru FY23/24 Col D - Col E
Chino	7.591%	\$ 2,758,384.12	\$21,023,692.39	\$2,708,725.43	\$18,314,966.96
Chino Hills	2.194%	\$ 0.00	\$11,731,062.38	\$8,687,344.18	\$3,043,718.20
Colton	2.534%	\$ 959,361.36	\$6,618,993.94	\$387,518.86	\$6,231,475.08

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

March 9, 2023

Page 2

Jurisdiction and Share		Allocations and Invoicing			
A	B	C	D	E	F
Jurisdiction	Equitable Share	<u>Proposed</u> FY23/24 Allocation Est * Equitable Share + Equitable Share Adjustment	Proposed Cumulative Allocations FY10/11-23/24	Arterial Invoicing Reimbursements thru FY22/23 (at 1/31/23)	Balance of Allocation Available thru FY23/24 Col D - Col E
Fontana	19.400%	\$ 5,286,434.75	\$74,230,115.13	\$42,563,217.70	\$31,666,897.43
Grand Terrace	1.389%	\$ 525,869.35	\$3,628,169.93	\$151,461.76	\$3,476,708.17
Highland	6.777%	\$ 2,559,955.31	\$17,761,902.91	\$5,283,557.30	\$12,478,345.61
Loma Linda	4.074%	\$ 1,542,398.64	\$10,641,586.94	\$4,880,733.50	\$5,760,853.44
Montclair	0.597%	\$ 226,021.60	\$1,559,407.81	\$1,913,734.40	-\$354,326.59
Ontario	12.272%	\$ 4,646,125.71	\$32,055,364.50	\$13,089,029.54	\$18,966,334.96
Rancho Cucamonga	5.044%	\$ 1,526,460.90	\$17,475,975.53	\$12,201,187.56	\$5,274,787.97
Redlands	4.854%	\$ 1,837,703.24	\$12,679,004.18	\$2,112,512.00	\$10,566,492.18
Rialto	3.831%	\$ 1,407,262.83	\$10,453,191.93	\$9,045,928.79	\$1,407,263.14
San Bernardino	7.857%	\$ 2,974,625.95	\$20,523,060.54	\$8,934,019.75	\$11,589,040.79
Upland	2.743%	\$ 1,038,487.84	\$7,164,917.28	\$3,336,187.33	\$3,828,729.95
Yucaipa	5.965%	\$ 2,127,681.44	\$16,932,764.43	\$16,125,899.28	\$806,865.15
County	12.878%	\$ 4,875,554.67	\$33,638,280.97	\$6,039,970.00	\$27,598,310.97
TOTALS	100.00%	\$ 34,292,327.71	\$298,117,490.79	\$137,461,027.38	\$160,656,463.41

Table 2 shows the remaining balances to be adjusted after this third adjustment in the 15-year strategy.

Table 2 – FY 2023/2024 – Third Year of 15-year Equitable Share Adjustments and Balances

Jurisdiction	FY 22/23 Total Allocation (Over)/Under Revenue Share	FY 23/24 Proposed Allocation Adjustment	Remaining Allocation (Over)/Under Revenue Share
Chino	\$1,761,659.86	\$155,253.52	\$1,606,406.34
Chino Hills	-\$5,942,738.30	-\$752,373.67	-\$5,190,364.63
Colton	\$1,025,697.05	\$90,393.77	\$935,303.27
Fontana	-\$17,761,598.74	-\$1,366,276.83	-\$16,395,321.92
Grand Terrace	\$562,230.94	\$49,548.91	\$512,682.02
Highland	\$2,677,483.71	\$235,964.27	\$2,441,519.44
Loma Linda	\$1,649,048.84	\$145,329.21	\$1,503,719.63
Montclair	\$241,650.02	\$21,296.40	\$220,353.61
Ontario	\$4,967,385.22	\$437,771.26	\$4,529,613.97
Rancho Cucamonga	-\$2,642,173.41	-\$203,244.11	-\$2,438,929.30
Redlands	\$1,964,772.48	\$173,153.66	\$1,791,618.82
Rialto	\$1,061,212.89	\$93,523.75	\$967,689.14
San Bernardino	\$3,180,308.48	\$280,277.77	\$2,900,030.71
Upland	\$1,110,294.79	\$97,849.30	\$1,012,445.49
Yucaipa	\$932,087.98	\$82,144.09	\$849,943.90
County	\$5,212,678.20	\$459,388.71	\$4,753,289.49
TOTALS	\$0.00	\$0.00	\$0.00

Board of Directors Metro Valley Study Session Agenda Item

March 9, 2023

Page 3

It should also be noted that on January 9, 2019, the SBCTA Board approved an increased allocation to the Express Bus/Bus Rapid Transit Service Program from 2% to 5%, with the corresponding 3% reduction coming from the Major Street Projects Program effective on April 1, 2020. Those percentages are taken into account in the numbers in the above tables and Attachment 1. Additionally, Measure I Policy No. 40006, Valley Major Street, states that beginning in FY 2018/2019, the Major Street Projects Program funding would be split 80% to the Arterial Sub-Program and 20% to the Grade Separation Sub-Program. Those same percentages were continued by Policy into FY 2023/2024.

Financial Impact:

This item has no financial impact on the Fiscal Year 2022/2023 Budget.

Reviewed By:

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

Responsible Staff:

Marc Lucius, Management Analyst II

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

Witnessed By:

San Bernardino County Transportation Authority

FY 2023/2024 Proposed Allocations Measure I Major Street Projects Program

ATTACHMENT 1

Estimated FY 23/24 Major Streets Revenue	\$ 35,556,000.00
Excess FY 21/22 Major Streets Revenue ⁽¹⁾	\$ 8,143,203.00
FY 23/24 Major Streets Allocation	\$ 43,699,203.00
Arterial Portion (80%)	\$ 34,959,362.40
Adjustment for FY 21/22 Interest Allocation	(\$ 523,434.69)
Adjustment for final FY 22/23 Indirect Allocation ⁽²⁾	(\$ 53,600.00)
Adjustment for estimated FY 23/24 Indirect Allocation ⁽³⁾	(\$ 90,000.00)
FY 23/24 Arterial Allocation Estimate	\$ 34,292,327.71
FY 23/24 Grade Separation Allocation Estimate (20%)	\$ 8,739,840.60

Jurisdiction and Share		Allocations and Invoicing									Additional Information
A	B	C	D	E	F	G	H	I	J	L	M
Jurisdiction	Equitable Share	Cumulative Allocations ⁽³⁾ FY10/11-22/23	<u>Unadjusted</u> FY23/24 Allocation	Allocation <u>Adjustment</u> ⁽⁴⁾	<u>Proposed</u> FY23/24 Allocation	Cumulative Allocations FY10/11-23/24	Project Advancement Agreement Final Reimbursements	Outstanding Arterial Loan Draws at 1/31/2023	Arterial Invoicing Reimbursements at 1/31/2023	Balance of Allocation Available thru FY23/24	Arterial Loan Available at 1/31/2023
			Est * Equitable Share			Sum (Col C to Col F)	PAA Database	Eden Financial system	Invoice Tracking Log	Col G - Sum (Col H to Col K)	
Chino	7.591%	\$18,265,308.27	\$ 2,603,130.60	\$ 155,253.52	\$ 2,758,384.12	\$21,023,692.39	\$2,409,779.49		\$298,945.94	\$18,314,966.96	
Chino Hills	2.194%	\$11,731,062.38	\$ 752,373.67	-\$ 752,373.67	\$ 0.00	\$11,731,062.38	\$8,687,344.18		\$0.00	\$3,043,718.20	
Colton	2.534%	\$5,659,632.59	\$ 868,967.58	\$ 90,393.77	\$ 959,361.36	\$6,618,993.94			\$387,518.86	\$6,231,475.08	
Fontana	19.400%	\$68,943,680.38	\$ 6,652,711.58	-\$ 1,366,276.83	\$ 5,286,434.75	\$74,230,115.13	\$34,928,457.14		\$7,634,760.56	\$31,666,897.43	
Grand Terrace	1.389%	\$3,102,300.58	\$ 476,320.43	\$ 49,548.91	\$ 525,869.35	\$3,628,169.93			\$151,461.76	\$3,476,708.17	
Highland	6.777%	\$15,201,947.59	\$ 2,323,991.05	\$ 235,964.27	\$ 2,559,955.31	\$17,761,902.91	\$120,709.61	\$5,162,847.69	\$0.00	\$12,478,345.61	\$ 3,519,515.31
Loma Linda	4.074%	\$9,099,188.30	\$ 1,397,069.43	\$ 145,329.21	\$ 1,542,398.64	\$10,641,586.94			\$4,880,733.50	\$5,760,853.44	
Montclair	0.597%	\$1,333,386.21	\$ 204,725.20	\$ 21,296.40	\$ 226,021.60	\$1,559,407.81		\$1,907,426.00	\$6,308.40	-\$354,326.59	\$ 1,990,241.00
Ontario	12.272%	\$27,409,238.79	\$ 4,208,354.46	\$ 437,771.26	\$ 4,646,125.71	\$32,055,364.50		\$2,901,597.12	\$10,187,432.42	\$18,966,334.96	
Rancho Cucamonga	5.044%	\$15,949,514.63	\$ 1,729,705.01	-\$ 203,244.11	\$ 1,526,460.90	\$17,475,975.53	\$6,771,580.86		\$5,429,606.70	\$5,274,787.97	
Redlands	4.854%	\$10,841,300.94	\$ 1,664,549.59	\$ 173,153.66	\$ 1,837,703.24	\$12,679,004.18			\$2,112,512.00	\$10,566,492.18	
Rialto	3.831%	\$9,045,929.11	\$ 1,313,739.07	\$ 93,523.75	\$ 1,407,262.83	\$10,453,191.93	\$899,731.56		\$8,146,197.23	\$1,407,263.14	
San Bernardino	7.857%	\$17,548,434.58	\$ 2,694,348.19	\$ 280,277.77	\$ 2,974,625.95	\$20,523,060.54			\$8,934,019.75	\$11,589,040.79	
Upland	2.743%	\$6,126,429.44	\$ 940,638.55	\$ 97,849.30	\$ 1,038,487.84	\$7,164,917.28		\$177,730.42	\$3,158,456.91	\$3,828,729.95	
Yucaipa	5.965%	\$14,805,083.00	\$ 2,045,537.35	\$ 82,144.09	\$ 2,127,681.44	\$16,932,764.43	\$2,724,856.41		\$13,401,042.87	\$806,865.15	
County	12.878%	\$28,762,726.30	\$ 4,416,165.96	\$ 459,388.71	\$ 4,875,554.67	\$33,638,280.97			\$6,039,970.00	\$27,598,310.97	
TOTALS	100.00%	\$263,825,163.08	\$34,292,327.71	\$0.00	\$34,292,327.71	\$298,117,490.79	\$56,542,459.25	\$10,149,601.23	\$70,768,966.90	\$160,656,463.41	\$5,509,756.31

NOTES:

- (1) Split is Arterial 80% and Grade Separation 20% as of FY18/19
(2) Difference between FY22/23 Indirect planned of \$195,443 and \$249,403 actuals.
(3) Includes Project Advancement Agreement reimbursements from Major Street Arterial subprogram dollars
(4) 15 Year adjustments to allocations to bring all Valley jurisdictions to their equitable share (per SBCTA Board June 3, 2020)
(5) Arterial Invoicing Reimbursements paid out per SBCTA financial system; includes project payments for projects for which SBCTA is lead (i.e., Mt Vernon Viaduct and 4th Street Bridge)

Excess Revenue Calculations

FY 21/22 actual Major Streets Revenue	\$ 34,986,103.00
FY 21/22 planned Major Streets Revenue	<u>\$ 26,842,900.00</u>
Excess actual over planned	\$ 8,143,203.00

Additional Information

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

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

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

Communication: Attendance (Additional Information)

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2023

VALLEY BOARD MEMBER ATTENDANCE (Cont.)

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

MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

Daniel Ramos City of Adelanto												
Art Bishop Town of Apple Valley	X	X										
Paul Courtney City of Barstow												
Rick Herrick City of Big Bear Lake												
Rebekah Swanson City of Hesperia	X	X										
Janet Jernigan City of Needles												
Joel Klink City of Twentynine Palms												
Debra Jones City of Victorville												
Rick Denison Town of Yucca Valley	X	X										
Paul Cook Board of Supervisors	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.
 MVSSatt23 Shaded box = No meeting

Communication: Attendance (Additional Information)

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

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

Acronym List

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



MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019