



AGENDA
Mountain/Desert Policy Committee

February 21, 2025

9:30 AM

Location

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

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:

Needles City Hall
817 Third Street
Needles, CA 92363

Mountain/Desert Policy Committee Membership

Chair

Debra Jones, Council Member
City of Victorville

Rick Herrick, Council Member
City of Big Bear Lake

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

Vice Chair

Art Bishop, Mayor Pro Tem
Town of Apple Valley

Josh Pullen, Council Member
City of Hesperia

Rick Denison, Council Member
Town of Yucca Valley

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Janet Jernigan, Mayor
City of Needles

Paul Cook, Supervisor
County of San Bernardino

Timothy Silva, Mayor
City of Barstow

Dawn Rowe, Supervisor
County of San Bernardino

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

AGENDA

Mountain/Desert Policy Committee Meeting

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

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

CALL TO ORDER

(Meeting Chaired by Debra Jones)

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

Public Comment

Brief Comments from the General Public

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

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

Pg. 10

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

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

DISCUSSION ITEMS

Discussion - Project Delivery

2. California Department of Transportation Interstate 15 Pavement Rehabilitation Project Pg. 11

Receive a presentation from the California Department of Transportation, District 8, for project information related to the Interstate 15 Pavement Rehabilitation Project.

Presenter: Kristi Harris

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

3. State Route 18 Median Widening and Re-Profiling Project Release Request for Proposals and Caltrans Cooperative Agreement Pg. 18

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

A. Authorize the Executive Director, or his designee, to execute Cooperative Agreement No. 25-1003239 with the California Department of Transportation (Caltrans) for the Project Approval/Environmental Document phases for the State Route 18 Median Widening and Re-Profiling Project (Project), which designates SBCTA as the implementing agency and Caltrans as the oversight agency.

B. Authorize the release of Request for Proposals No. 25-1003240 for Professional Services for the preparation of the Project Approval/Environmental Document for the Project.

Presenter: Sal Chavez

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

4. US 395 Phase 2 Widening Project Construction Cooperative Agreement No. 25-1003261 with California Department of Transportation Pg. 59

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

Authorize the Executive Director, or his designee, to finalize and execute Cooperative Agreement No. 25-1003261, upon approval as to form by SBCTA General Counsel, with the California Department of Transportation for the construction phase of the US 395 Phase 2 Widening Project which specifies roles, responsibilities, and funding between the two agencies including identifying SBCTA as the implementing agency for construction. The agreement includes a State contribution of \$7,652,000 from the State Highway Operations and Protection Program funds and a not-to-exceed amount of \$180,000 for Department Furnished Materials to be paid with Measure I Victor Valley Major Local Highway Projects Program funds.

Presenter: David Tan

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

Discussion - Regional/Subregional Planning

5. Long Range Multimodal Transportation Plan - Final Report

Pg. 85

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

Approve the Final Long Range Multimodal Transportation Plan for purposes of input to the next Regional Transportation Plan/Sustainable Communities Strategy to be prepared by the Southern California Association of Governments.

Presenter: Steve Smith

This item was reviewed by the Transportation Technical Advisory Committee on February 3, 2025 and the Board of Directors Metro Valley Study Session on February 13, 2025. Prior presentations on the LRMTTP were made to the Board of Directors Metro Valley Study Session on November 14, 2024 and the Mountain/Desert Policy Committee on November 15, 2024.

6. Mojave Desert Air Basin Project List and Highway Sanctions

Pg. 90

Receive a presentation on highway projects potentially at risk as a result of Environmental Protection Agency determinations in the Mojave Desert Air Quality Management District.

Presenter: Steve Smith

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

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Acronyms

Pg. 100

Attendance

Pg. 102

Mission Statement

Pg. 103

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item, except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Any individual who wishes to share written information with the Board may provide 35 copies to the Clerk of the Board for distribution. If providing written information for distribution to the Board, such information must be emailed to the Clerk of the Board, at clerkoftheboard@gosbcta.com, no later than 5:00 pm the day before the meeting in order to allow sufficient time to distribute the information. Information provided as public testimony is not read into the record by the Clerk. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. Any consent item that is pulled for discussion shall be treated as a discussion item, allowing further public comment on those items.

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

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

Your cooperation is appreciated!

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

Attendance.

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

Basic Agenda Item Discussion.

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

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

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Revised June 7, 2023

Minute Action

AGENDA ITEM: 1

Date: February 21, 2025

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

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

Item No.	Contract No.	Principals & Agents	Subcontractors
		None	

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Mountain-Desert Committee
Date: February 21, 2025

Witnessed By:

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

Minute Action

AGENDA ITEM: 2

Date: February 21, 2025

Subject:

California Department of Transportation Interstate 15 Pavement Rehabilitation Project

Recommendation:

Receive a presentation from the California Department of Transportation, District 8, for project information related to the Interstate 15 Pavement Rehabilitation Project.

Background:

In late 2021, the California Department of Transportation (Caltrans), District 8, began construction on the Interstate 15 Pavement Rehabilitation Project (Project) from Oak Hill Road in the City of Hesperia to Bear Valley Road in the City of Victorville, a length of approximately nine miles.

The Project involves the replacement of the existing asphalt concrete pavement, with concrete pavement in the southbound and northbound lanes.

In September 2021, Caltrans awarded the construction contract in the amount of \$133,912,000 to Sully-Miller Contracting Company. The duration of the Project construction was estimated to be approximately three years and is anticipated to be completed by summer 2025.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025.

Reviewed By:

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

Responsible Staff:

Kristi Harris, Director of Project Delivery

Approved
Mountain-Desert Committee
Date: February 21, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

Caltrans
District 8

Mountain
Desert Policy
Committee

February 21,
2025

Jaspinder
Hampal

jaspinder.hampal@dot.ca.gov



Caltrans District 8

- 🏠

4.8

Million Residents of Riverside and San Bernardino County
- 🏳️

49

Incorporated Cities
- 📏

28,650

Square Miles (Largest of the 12 Districts)
- 📍

32

State Routes

4

Interstate Routes
- 📍

7,200

Lane Miles
- 👥

1,700

Plus Employees



Attachment: [PDF PPT] MtDesertCommittee02212025FINAL (10996 : Caltrans I-15 Pavement Rehabilitation Project)



Coming Soon!

Interstate 40
Barstow/Daggett
Pavement Rehab



Scan To Receive Updates!



INTERSTATE 40 PROJECT AIMS TO UPGRADE ROADWAY PAVEMENT, SIGNS, AND SAFETY UPGRADES

QUICK FACTS

- LOCATION**
San Bernardino County - in & near Barstow and Daggett from Route 15/40 Junction to 3.5 miles west of National Trails Highway and Main Street.
- COST**
Est. Total cost: \$ 48.1M
SBT Funded
- DURATION**
Spring 2025 - Spring 2026
Weather conditions may impact duration
- WORK HOURS**
Caltrans District 08's contractor will work day and night to complete this project.
Work hours coming soon.

PROJECT PURPOSE
The purpose of this project is to extend pavement life and improve ride quality by implementing preservation treatment to existing Asphalt Concrete (AC) pavement as appropriate. Project also aims to enhance traffic safety upgrades by upgrading signs, lighting, and curb ramps to meet ADA standards. This project will provide smoother and more durable surface, ensuring a safer and more comfortable driving experience.

TRAFFIC IMPACTS
Daytime & Nighttime lane closures may occur. Drivers take precaution and look for signs indicating detour routes and/or lane reductions. Plan ahead for alternate routes.

WHAT TO EXPECT
Cones & traffic control devices will be used to separate work areas from traffic. Some construction noises will be present due to equipment. Drive with caution throughout the project area and allow extra time to reach your destination.

PROJECT CONTACT


- Jas Hampal- Public Information Officer
- 909.383.4553
- jaspinder.hampal@dot.ca.gov

San Bernardino County + RTE 40 + CalTransD08


Attachment: [PDF PPT] MtDesertCommittee02212025FINAL (10996 : Caltrans I-15 Pavement Rehabilitation Project)

Coming Soon!

State Route 18
Apple Valley /
Victorville
Pavement Rehab



Scan
To
Receive
Updates!



ROUTE 18 PROJECT AIMS TO ENHANCE EXISTING ROADWAY PAVEMENT AND ADD NEW UPGRADES

QUICK FACTS

- LOCATION**
San Bernardino County - In Apple Valley and Victorville from Apple Valley Inn Road/Dale Evans Parkway to Route 15/18 Junction.
- COST**
Est. Total cost: \$ 26.1M
SBI Funded
- DURATION**
Spring 2025 - Summer 2026
Weather conditions may impact duration
- WORK HOURS**
Caltrans District 08's contractor will work day and night to complete this project.
Work hours coming soon.

PROJECT PURPOSE
This project aims to improve road conditions by resurfacing with asphalt to enhance ride quality & extend pavement lifespan through milling & overlaying with hot mix asphalt. Additional improvements include upgrading and adding new Americans with Disabilities Act (ADA)-compliant curb ramps & guardrail systems. Installing LED lighting, a pedestrian hybrid beacon at one intersection. The project will also feature bike route signage, enhanced visibility crosswalks, replacing non-standard sign panels; rehabilitation of a drainage inlet, and upgrades to the Hesperia Rd. and SR-18 intersection.

TRAFFIC IMPACTS
Daytime & Nighttime lane closures may occur. Drivers take precaution and look for signs indicating detour routes and lane reductions.

WHAT TO EXPECT
Cones & traffic control devices will be used to separate work areas from traffic. Some construction noises will be present due to equipment. Drive with caution throughout the project area and allow extra time to reach your destination.


PROJECT CONTACT

- Jas Hampal- Public Information Officer
- 909.383.4553
- jaspinder.hampal@dot.ca.gov


San Bernardino County RTE 18 CalTransD08

Coming Soon!

State Route 247
Yucca Valley
Pavement Rehab and
Shoulder Widening



Scan
To
Receive
Updates!



Expected start spring 2025

Attachment: [PDF PPT] MtDesertCommittee02212025FINAL (10996 : Caltrans I-15 Pavement Rehabilitation Project)

To Receive Updates

Subscribe to our newsletter!

Stay current on all Caltrans District 8 news and events by visiting us on social media and our website:

State of California • Department of Transportation 

Commuter Alert

Date: April 7, 2023
Alert #: 23-100
District: 8 (San Bernardino)
Project ID: SA-08-0K12
Contact: District8@dot.ca.gov
Phone: (909) 383-6292 / (909) 965-3050

FOR IMMEDIATE RELEASE

I-15 Pavement Rehabilitation from Hesperia to Victorville
April 10-15, 2023

SAFETY REMINDER: The California Department of Transportation (Caltrans) construction work to rehabilitate 11.5 miles of new, wide, and durable pavement on Interstate 15 (I-15) in San Bernardino County. The project spans from Oak Hill Road in Hesperia to just south of Bear Valley Road in Victorville. Crews continue excavation and paving operations north and southbound.

In the event of an alternate route: I-15 and 215 lanes #7 and #2 will close due to accelerated flooding.

Southbound: 11.5 miles from Oak Hill Rd to Bear Valley Rd. 7:00 pm, to 9:00 am.

- All car / off ramps are subject to intermittent closures for crew safety and related work.
- All car / off ramps are subject to intermittent closures for crew safety and related work.
- All car / off ramps are subject to intermittent closures for crew safety and related work.

Northbound: 11.5 miles from Bear Valley Rd to Oak Hill Rd. 6:00 pm, to 8:00 am.

- All car / off ramps are subject to intermittent closures for crew safety and related work.
- All car / off ramps are subject to intermittent closures for crew safety and related work.
- All car / off ramps are subject to intermittent closures for crew safety and related work.

Work reconfiguration in place: Lanes 1 and 2, NE, will be closed for the heavy construction work. All other lanes will be closed for approximately 1 mile. All I-15 traffic will be shifted into the general purpose state highways during this week. Traffic, I-15 & 215, may use newly constructed lanes temporarily and construction to complete.

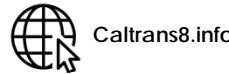
POSSIBLE CONNECTION CLOSURES AT THE I-15/818 TO I-15/94 CONNECTION OPERATIONS:

Big rigs, trucks and trailers, or large loads SHOULD NOT use lanes 1 & 2. Do not block trucks exiting and exiting from center median. To avoid delays, use SR-138 to SR-13 at Phoenix, I-15 to SR-138 at Victorville. Use routes and reduce your approach speed when driving through the construction zones.

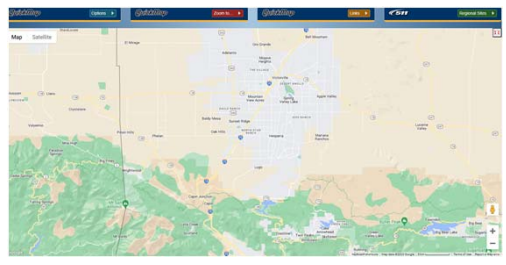
The project is expected to be complete in early 2025.

Follow us for the latest information on [RebuildingCA.gov](https://www.rebuildingca.gov) and [Quickmap](https://www.quickmap.dot.ca.gov). You can join your commute and view live traffic conditions using [Quickmap](https://www.quickmap.dot.ca.gov) and [Quickmap](https://www.quickmap.dot.ca.gov).

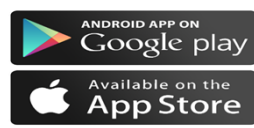
For those with sensory disabilities requesting alternate formats (e.g., Braille, large print, sign language interpreters, etc.) and those needing information in a language other than English, please contact Public Affairs at 909-383-4031 or TTY 711.



Caltrans District 8 – Stay Connected



For live traffic information please download our Quickmap app or visit [Quickmap.dot.ca.gov](https://www.quickmap.dot.ca.gov):



Visit [Rebuildingca.gov](https://www.Rebuildingca.gov) for Current SB 1 Information

Caltrans District 8 looks forward to working with you to improve lives and communities through transportation.

Attachment: [PDF PPT] MtDesertCommittee02212025FINAL (10996 : Caltrans I-15 Pavement Rehabilitation Project)

Interstate 15 Pavement Rehabilitation Hesperia to Victorville



Fact Sheet

PROJECT DESCRIPTION

The project will rehabilitate and repave 59 lane miles and ramps and upgrade drainage systems on Interstate 15 (I-15) in San Bernardino County. The project spans from Oak Hill Road in Hesperia to just south of Bear Valley Road in Victorville.



PROJECT NEED

The purpose of this project is to improve the safety performance and smoother roadway on Interstate 15 from Oak Hill Road to just south of Bear Valley Road in Victorville. Asphalt being replaced with concrete. Drainage systems will be upgraded for better water flow. All work is anticipated to be complete by Summer 2025, weather dependent. Caltrans, District 8 is advising the traveling public to anticipate potential lane and ramp closures for the duration of the project.

TRAFFIC IMPACT

There will be lane and ramp closures, northbound and southbound, throughout the construction zone for the duration of the project. Connector closures may occur at the I-15 to US 395. Depending on the scope of work these lane and ramp closures will change accordingly with the possibility of reducing lanes to one available in each direction. Delays throughout the project area are anticipated. Inside lanes may close during inclement weather due to potential flooding during construction.

PROJECT SCHEDULE

Construction hours will vary depending on direction.

Monday thru Friday

Opening Saturday mornings.

(Possible Saturday hours TBD)

Southbound
6:00 p.m. to 6:00 a.m.

Northbound
9:00 p.m. to 9:00 a.m.

Schedules can change due to inclement weather.

All work is anticipated to be complete by Summer 2025.

Project Contact

Kimberly Cherry
Public Information Officer
(909) 383-6290
Kimberly.Cherry@dot.ca.gov



Interstate 15 Pavement Rehabilitation Hesperia to Victorville



Frequently Asked Questions

Why is this project needed?

The purpose of this project is to improve the safety performance and smoother roadway on Interstate 15 from Oak Hill Road to just south of Bear Valley Road in Victorville. Drainage systems will be upgraded for better water flow.

How much is this costing? How long will it last?

The project is approximately \$144 million and is anticipated to be complete in Summer of 2025.

When will work occur?

Construction hours will vary depending on direction. Going southbound, the hours will be 6 p.m. to 6 a.m., and northbound will be 9 p.m. to 9 a.m., Monday through Saturday (morning). Daytime work will take place behind k-rail to perform electrical, saw cutting and various work operations in the project zone.

How is traffic being controlled?

Lane and ramp closures in both directions during construction hours, possibly reduced to one lane. Inside lanes will close during inclement weather due to possible flooding. Potential I5/395. connector closures.

Do I have access of the road during closures?

Yes, but at times the lanes may be reduced to one lane in each direction.

What happens during an emergency? If you are having a life-threatening emergency, call 911. An emergency responder plan is in place and continuously updated. Depending on the emergency, emergency personnel are given access to the needed area.

How can I receive project information?

You can find project information on our Twitter and Facebook feeds. We update our social media accordingly.

You can contact the Public Information Officer: Kimberly Cherry (909) 383-6290.



Minute Action

AGENDA ITEM: 3

Date: February 21, 2025

Subject:

State Route 18 Median Widening and Re-Profiling Project Release Request for Proposals and Caltrans Cooperative Agreement

Recommendation:

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

A. Authorize the Executive Director, or his designee, to execute Cooperative Agreement No. 25-1003239 with the California Department of Transportation (Caltrans) for the Project Approval/Environmental Document phases for the State Route 18 Median Widening and Re-Profiling Project (Project), which designates SBCTA as the implementing agency and Caltrans as the oversight agency.

B. Authorize the release of Request for Proposals No. 25-1003240 for Professional Services for the preparation of the Project Approval/Environmental Document for the Project.

Background:

State Route 18 (SR-18) is designated as an “Interregional Road System” in the California Department of Transportation (Caltrans) 2021 Interregional Transportation Strategic Plan (ITSP). SR-18 is widely recognized as a critical linkage for goods movement and provides access to and links between economic centers, major recreational areas, and urban and rural regions.

The SR-18 corridor is a 115-mile route that traverses different areas and communities that have varying land uses and travel demand patterns. Within Los Angeles (LA) County and the Caltrans District 7, the SR 18 corridor continues for 4.5 miles and terminates at its intersection with State Route (SR-138). Within San Bernardino (SB) County and Caltrans District 8, SR-18 is approximately 110 miles long, beginning at the intersection with State Route 210 (SR-210) and terminating at the LA/SB County Line. The corridor varies from a two to four-lane conventional highway with a terrain varying from mountainous, rolling, to flat, depending on the location.

SR-18 provides the main connection for the mountain communities, such as Crestline, Lake Arrowhead, Cedar Glen, Running Springs, Green Valley Lake, and the City of Big Bear Lake. The route also provides the primary east-west corridor connecting the unincorporated community of Lucerne Valley, the Town of Apple Valley, the City of Victorville, and the City of Adelanto. SR-18 is also a heavily used route between Palmdale and Victorville due to its connection to SR-138.

The proposed SR-18 Median Widening and Re-Profiling Project (Project) is located in both LA County and SB County. The Project limits in LA County are from 1.1 miles east of SR-138 to the LA/SB County Line and in SB County are from LA/SB County Line to US 395 in the Cities of Adelanto and Victorville, a length of approximately 18.4 miles. Within the Project limits, SR-18 is a two-lane conventional highway with a rolling and flat terrain.

The Project spans various land uses in Victorville, Adelanto, SB County, and LA County. In Victorville, the land uses include commercial areas, high-density residential zones, low-density residential neighborhoods, very low-density residential areas, and office/professional

Entity: San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item

February 21, 2025

Page 2

spaces. Adelanto primarily features single-family homes, high-density residential zones, and commercial properties. In SB County, the land uses encompass single-family residential areas, rural living, commercial spaces, and industrial zones; and the relevant part of LA County is predominantly characterized by extensive agricultural land use.

A Caltrans Project Initiation Document is anticipated to be approved by Caltrans in late February, authorizing the Project to move forward to the Project Approval/Environmental Document (PA/ED) phase.

On July 3, 2024, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the prioritization of the Project in the 2025 Update to the SBCTA 10-Year Delivery Plan.

As the Project is progressing to the PA/ED phases, a cooperative agreement with Caltrans is required to define roles, responsibilities, and funding commitments for the PA/ED phases. Under Cooperative Agreement No. 23-1003239, SBCTA would be the implementing agency for the PA/ED phases with Caltrans providing oversight at no cost to the Project.

Since SBCTA will be the implementing agency, a Request for Proposals (RFP) is required to provide Professional Services for the PA/ED phase. SBCTA Measure I Victor Valley Major Local Highway Projects Program funds will be used to cover the cost of these services.

Financial Impact:

The Project will be included in the proposed Budget for Fiscal Year 2025/2026 and funded with Measure I funds in Program 40, Project Delivery.

Reviewed By:

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

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Mountain-Desert Committee
Date: February 21, 2025

Witnessed By:

General Contract Information

Contract No: 25-1003239 Amendment No.: _____
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 00450 Vendor Name: California Department of Transportation
 Description: SR 18 Median Widening and Reprofiling Project PA/ED Cooperative Agreement
 List Any Related Contract Nos.: _____ 25-1003243

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

Contract Authorization

Board of Directors _____ Date: 03/05/2025 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Zero Dollar Contracts _____ Sole Source? No _____ No Budget Adjustment _____
 Zero Dollar _____ MOU/COOP/JPA (zero dollar contract) _____ N/A _____

Accounts Payable

Estimated Start Date: 04/01/2025 Expiration Date: 12/31/2039 Revised Expiration Date: _____
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
GL								\$ -	\$ -
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

 Sal Chavez
 Project Manager (Print Name)

 Kristi Lynn Harris
 Task Manager (Print Name)

Additional Notes:

Attachment: CSS 25-1003239 (10765 : SR 18 RFP Release for PA/ED & Caltrans Cooperative Agreement)

Agreement No. 08-1794
 Project No.: 082000097
 EA: 08-1L550
 08-SBD-018-100.9/115.9
 08-LA-018-0.0/3.4
 SBCTA Contract No. 25-1003239

COOPERATIVE AGREEMENT COVER SHEET 10

Work Description

WORK WILL INVOLVE WIDENING TO ADD A CENTER MEDIAN AND LEFT/RIGHT TURN LANES AT SELECTED INTERSECTIONS, REPROFILING THE SR-18 MAINLINE AT APPROPRIATE LOCATIONS, CONSTRUCTING A CLASS II BIKE LANE, RECONSTRUCTING ADA ELEMENTS AND INSTALLING NEW MIDWEST GUARDRAIL SYSTEM (MGS) FROM 1.1 MILES EAST OF STATE ROUTE 138 (SR-138) TO US 395 ON STATE ROUTE 18 (SR-18) IN SAN BERNARDINO AND LOS ANGELES COUNTIES

Contact Information

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

CALTRANS

Touhida Haider, Project Manager
 464 W. Fourth Street
 San Bernardino, CA 92401
 Mobile Phone: (909) 501-5863
 Email: touhida.haider@dot.ca.gov

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Sal Chavez, Project Delivery Manager
 1170 W. Third Street
 San Bernardino, CA 92410
 Office Phone: (909) 884-8276
 Mobile Phone: (951) 204-8073
 Email: schavez@gosbcta.com

Agreement No. 08-1794
 Project No.: 082000097
 EA: 08-1L550
 08-SBD-018-100.9/115.9
 08-LA-018-0.0/3.4
 SBCTA Contract No. 25-1003239

Table of Contents

COOPERATIVE AGREEMENT COVER SHEET 10	1
Work Description	1
Contact Information	1
CALTRANS	1
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY	1
COOPERATIVE AGREEMENT	4
RECITALS	4
RESPONSIBILITIES	5
Sponsorship	5
Implementing Agency	5
Funding	6
CALTRANS' Quality Management	6
CEQA/NEPA Lead Agency	7
Environmental Permits, Approvals and Agreements	7
Project Approval and Environmental Document (PA&ED)	7
California Environmental Quality Act (CEQA)	8
National Environmental Policy Act (NEPA)	9
Schedule	10
Additional Provisions	10
Standards	10
Noncompliant Work	11
Qualifications	11
Consultant Selection	11
Encroachment Permits	11
Protected Resources	11
Disclosures	12
Hazardous Materials	12

Agreement No. 08-1794
Project No.: 0820000097
EA: 08-1L550
08-SBD-018-100.9/115.9
SBCTA Contract No. 25-1003239

Claims	13
Accounting and Audits	13
Interruption of Work	13
Penalties, Judgments and Settlements	14
Project Files	14
GENERAL CONDITIONS	14
Venue	14
Exemptions	14
Indemnification	15
Non-parties	15
Ambiguity and Performance	15
Defaults	16
Dispute Resolution	16
Prevailing Wage	16
SIGNATURES	18

DRAFT

Attachment: [PDF] Draft Coop 08-1794 for Review_Rev1 (10765 : SR 18 RFP Release for PA/ED & Caltrans Cooperative Agreement)

Agreement No. 08-1794
 Project No.: 082000097
 EA: 08-1L550
 08-SBD-018-100.9/115.9
 SBCTA Contract No. 25-1003239

COOPERATIVE AGREEMENT

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

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

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

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *work will involve widening to add a center median and left/right turn lanes at selected intersections, reprofiling the SR-18 mainline at appropriate locations, constructing a Class II bike lane, reconstructing ADA elements and installing new Midwest Guardrail System (MGS) from 1.1 miles east of State Route 138 (SR-138) to US 395 on State Route 18 (SR-18) in San Bernardino and Los Angeles Counties*, 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:

- PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)

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

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

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

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

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

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

Agreement No. 08-1794
 Project No.: 0820000097
 EA: 08-1L550
 08-SBD-018-100.9/115.9
 SBCTA Contract No. 25-1003239

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 is developing the Project Initiation Document (PID), which is expected to be approved on February 10, 2025.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

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

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.
9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

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

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).
11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

Agreement No. 08-1794
 Project No.: 082000097
 EA: 08-1L550
 08-SBD-018-100.9/115.9
 SBCTA Contract No. 25-1003239

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. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.
14. Each PARTY is responsible for the costs they incur in performing the WORK.

CALTRANS' Quality Management

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA), environmental document quality control, and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

16. 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.

17. 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.

18. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in Chapter 38 of the Standard Environmental Reference (SER), available at <https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/volume-1-guidance-for-compliance/ch-38-nepa-assignment>. This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

19. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

20. SBCTA, including any employee, agent, consultant or sub-consultant retained by the SBCTA, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a

Agreement No. 08-1794
 Project No.: 0820000097
 EA: 08-1L550
 08-SBD-018-100.9/115.9
 SBCTA Contract No. 25-1003239

manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-a11y.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.

- 21. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

CEQA/NEPA Lead Agency

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

Environmental Permits, Approvals and Agreements

- 24. SBCTA 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 SBCTA's responsibilities in this AGREEMENT.
- 25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
- 26. It is expected that the PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404 US Army Corps of Engineers
401 Regional Water Quality Control Board
1602 California Department of Fish & Wildlife
NPDES Storm Water Permit from Caltrans
NPDES Construction General Permit from Caltrans

Project Approval and Environmental Document (PA&ED)

- 27. As the PA&ED IMPLEMENTING AGENCY, SBCTA is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
- 28. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
--

Agreement No. 08-1794
 Project No.: 082000097
 EA: 08-1L550
 08-SBD-018-100.9/115.9
 SBCTA Contract No. 25-1003239

100.10.10.xx Quality Management
165.15.15.xx Essential Fish Habitat Consultation
165.15.15.xx Section 7 Consultation
165.25.25 Approval to Circulate Resolution
175.20 Project Preferred Alternative
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval
180.10.05.45 Section 7 Consultation
180.15.05 Record of Decision (NEPA)
180.15.10 Notice of Determination (CEQA)

29. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.
30. SBCTA will provide written notice of the initiation of environmental studies to the CEQA and NEPA Lead Agencies prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

31. Environmental documentation will be prepared in compliance with the California Public Resources Code §§ 21080.3.1(d)(e). CALTRANS will provide, and SBCTA will use, a letter template and a list of California Native American tribes requesting notification. SBCTA will prepare consultation documentation for CALTRANS' signature and transmittal in compliance with the statutorily required time frames.
32. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
33. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.
34. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
35. SBCTA will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.
36. The CEQA Lead Agency will attend all CEQA-related public meetings.
37. SBCTA will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

Agreement No. 08-1794
 Project No.: 082000097
 EA: 08-1L550
 08-SBD-018-100.9/115.9
 SBCTA Contract No. 25-1003239

If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow SBCTA to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date. The CEQA Lead Agency has final approval authority over all CEQA documentation.

38. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

39. Pursuant to Chapter 3 of Title 23, United States Code, Sections 326 and 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, is responsible for the review, comment, and approval of all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

40. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Toolkit (available at <http://environment.fhwa.dot.gov/index.asp>) and the CALTRANS Standard Environmental Reference.
41. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final

Agreement No. 08-1794
 Project No.: 082000097
 EA: 08-1L550
 08-SBD-018-100.9/115.9
 SBCTA Contract No. 25-1003239

environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.

42. SBCTA will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. SBCTA will submit all notices to the NEPA Lead Agency for review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

43. The NEPA Lead Agency will attend all NEPA-related public meetings.
44. SBCTA will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.
45. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

46. SBCTA will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency's approval of the environmental document.

Schedule

47. PARTIES will manage the WORK schedule to ensure the timely use of committed 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.

Additional Provisions

Standards

48. 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:

Agreement No. 08-1794 | 07-LA-018 and 08-SBD-018 | EA: 08-1L550

Agreement No. 08-1794
 Project No.: 082000097
 EA: 08-1L550
 08-SBD-018-100.9/115.9
 SBCTA Contract No. 25-1003239

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

49. 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

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

Consultant Selection

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

Encroachment Permits

52. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide encroachment permits to SBCTA at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
53. 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

54. 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.

Agreement No. 08-1794
 Project No.: 082000097
 EA: 08-1L550
 08-SBD-018-100.9/115.9
 SBCTA Contract No. 25-1003239

Disclosures

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

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

56. 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

57. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, 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.

58. If HM-1 or HM-2 is found, the discovering PARTY will immediately notify all other PARTIES.
59. 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, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

60. 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 the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

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

Agreement No. 08-1794 | 07-LA-018 and 08-SBD-018 | EA: 08-1L550

Agreement No. 08-1794
 Project No.: 082000097
 EA: 08-1L550
 08-SBD-018-100.9/115.9
 SBCTA Contract No. 25-1003239

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.

62. 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

63. SBCTA may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.
64. 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.
65. 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

66. 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.
67. 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

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

Agreement No. 08-1794
 Project No.: 082000097
 EA: 08-1L550
 08-SBD-018-100.9/115.9
 SBCTA Contract No. 25-1003239

69. 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, Judgments and Settlements

70. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
71. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
72. 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.

Project Files

73. SBCTA will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. SBCTA will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

GENERAL CONDITIONS

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

Venue

75. 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

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

Agreement No. 08-1794
 Project No.: 082000097
 EA: 08-1L550
 08-SBD-018-100.9/115.9
 SBCTA Contract No. 25-1003239

Indemnification

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

Non-parties

79. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
80. 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

81. 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.

82. 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.

Agreement No. 08-1794
 Project No.: 0820000097
 EA: 08-1L550
 08-SBD-018-100.9/115.9
 SBCTA Contract No. 25-1003239

Defaults

83. 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

84. 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.

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

Prevailing Wage

86. 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.

Agreement No. 08-1794
Project No.: 0820000097
EA: 08-1L550
08-SBD-018-100.9/115.9
SBCTA Contract No. 25-1003239

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

DRAFT

Attachment: [PDF] Draft Coop 08-1794 for Review_Rev1 (10765 : SR 18 RFP Release for PA/ED & Caltrans Cooperative Agreement)

Agreement No. 08-1794
Project No.: 082000097
EA: 08-1L550
08-SBD-018-100.9/115.9
SBCTA Contract No. 25-1003239

SIGNATURES

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

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

**STATE OF CALIFORNIA DEPARTMENT
OF TRANSPORTATION**

Catalino A. Pining III
District 8 Director

Verification of Funds and Authority:

Corina Harriman
District 8 Budget Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

HQ Legal Representative
HQ Legal Rep Title

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

Raymond W. Wolfe
Executive Director

Julianna K. Tillquist
General Counsel, SBCTA

ATTACHMENT A - SCOPE OF WORK

SR-18 Median Widening and Reprofilng Project

The San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the preparation of Project Approval/Environmental Document (PA/ED) for the State Route 18 (SR 18) Median Widening and Re-Profilng Project (“PROJECT”) from 3.4 miles west of the Los Angeles County line to United State 395 (US 395), in the County of Los Angeles and San Bernardino County.

The Los Angeles County Metropolitan Transportation Authority (Metro) and San Bernardino County Transportation Authority (SBCTA), in cooperation with the California Department of Transportation (Caltrans) Districts 7 and 8, plans to improve the east-west multi-modal mobility, safety and operations along SR-18 Corridor in Los Angeles (LA) and San Bernardino (SBd) Counties.

The project includes a No-Build Alternative (Alternative 1) and a Build Alternative (Alternative 2). It is classified as a category 4B Project as per Project Development Procedures Manual (PDPM).

The project is anticipated to proceed to the PA/ED phase after the approval of the Project Study Report - Project Development Support (PSR-PDS) report. It is anticipated that an Initial Study with Mitigated Negative Declaration (IS/MND) is the anticipated environmental document (ED) under the California Environmental Quality Act (CEQA) and a Routine Environmental Assessment (EA) with Finding of No Significant Impact (FONSI) is the anticipated ED under the National Environmental Policy Act (NEPA). The construction period has not been currently determined.

SBCTA is the project sponsor along with Metro as a funding partner. SBCTA and Caltrans District 8 have an executed Cooperative Agreement (08-1717) for the PSR-PDS phase. Subsequent Cooperative Agreements will be needed for PA/ED phases of the project. Funding for the PA&ED phase is expected to be partially provided by SBCTA and Metro funding sources. Funding sources for the final design, right of way, and construction will be determined during the PA&ED phase, but state and/or federal funds could be utilized. As such, the PA/ED shall comply with applicable state and federal requirements.

The SR-18 improvement project is currently included in the Southern California Association of Governments (SCAG) 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) planned network.

I. APPLICABLE STANDARDS

All support documents shall be prepared in accordance with current SBCTA and Caltrans regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PA/ED for the Project.
- C. The deliverables list for the PA/ED phase will be refined during the Project Development Team (PDT) meeting. Not all deliverables listed in this attachment may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. The design will be prepared in English units.
- H. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- I. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance with the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- J. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information including project percent complete and earned value. CONSULTANT shall manage the contract budget and shall provide a monthly report including Earned Value and Estimate at Completion.
- K. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

III. ASSUMPTIONS

- A. The Consultant will develop and evaluate up one-build and one no-build alternatives to address the deficiencies of the Project study area, including the benefits and impacts of the proposed improvements for each alternative.
- B. There may be up to four meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.
- C. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.
- D. Assume one SBCTA peer review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.
- E. The National Environmental Policy Act (NEPA) Environmental Document is assumed to have a Finding of No Significant Impacts (FONSI).
- F. The California Environmental Quality Act (CEQA) Environmental Document is assumed to be CEQA Initial Study and Mitigated Negative Declaration (MND).
- G. Assume lead and asbestos testing of the soils, structures and paint is required.
- H. Assume the no structure improvements at the existing bridge over the Union Pacific Railroad (Bridge Number 52-2331) are anticipated.
- I. Assume a Design Standard Decision Document (DSDD) will be prepared approved during the PA/ED phase
- J. Assume District 8 level Geometric Approval Drawings (GADs) will be required during the PA/ED Phase.

IV. SCOPE OF SERVICES

CONSULTANT will prepare a PA/ED in accordance with CALTRANS Guidelines and Procedures, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). All deliverables will be provided electronically for SBCTA, Metro, and Caltrans project records.

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

1.100.15 PROJECT MANAGEMENT

1.100.15 Project Management

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

Deliverables:

- *Monthly Progress Reports*

1.100.15-1 Coordination and Meetings

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

CONSULTANT will supervise, coordinate, monitor and review project for conformance with Caltrans and County standards, policies, and procedures. CONSULTANT will develop a project schedule for delivery of major milestones of the PA/ED (Begin Environmental, Circulate ED, and PA/ED), Design and Construction. An 18-month schedule is anticipated for scoping purposes. CONSULTANT will attend a kick-off meeting, lead monthly Project Development Team (PDT) meetings, coordinate with sub-consultants as needed, coordinate with the Caltrans, utility companies, and all other pertinent stakeholders as needed. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- *Monthly (24) PDT Meetings Notices, Agendas, Handouts/Exhibits, and Minutes*
- *Two (2) Stakeholder Meetings and Presentations*
- *Project Baseline Schedule*
- *Deliverables Matrix*
- *Monthly Progress Reports and Invoices*

1.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews.

CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns.

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

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

Deliverables:

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

1.100.15-3 Risk Assessment

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

project risks in the PA/ED.

Deliverables:

- *Risk Assessment Matrix*
- *Summary of Risks in the PA/ED*

2-160 PERFORM PRELIMINARY ENGINEERING & DRAFT PROJECT REPORT

2-160.05 Review Updated Project Information

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

Deliverables:

- *Project Records Files*

2-160.10 Engineering Studies

CONSULTANT shall perform necessary Engineering Studies and preliminary design work required for the preparation of a Project Report, development and refinement of viable Project Build Alternatives, selection of the preferred alternative, and initiation of final design efforts. All engineering studies and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining right of entry permits required for field work from Caltrans and private properties willing to grant entry, SBCTA will assist in obtaining ROW entry permits when necessary.

2-160.10-05 Refine Project Alternative

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

2-160.10.10 Traffic Studies

CONSULTANT shall collect and analyze relevant travel-demand and travel forecast data to generate traffic forecasts to be used in the traffic operational analysis. If appropriate, CONSULTANT shall perform supplemental traffic forecasting and modeling. Future traffic projections should include data for intersections, highway mainline, and interchange ramps. Utilizing traffic forecasts, CONSULTANT shall perform a traffic capacity/operational analysis for each build alternative. The traffic operational analysis criteria to be used shall include, but not be limited to, levels of service, vehicle miles travelled, vehicle hours travelled, average speeds, and delay. The traffic operational analysis shall consider traffic control measures such as ramp metering and intelligent

transportation systems. CONSULTANT shall prepare a traffic report that includes traffic information and analysis for current year, opening year, and a design horizon year.

Deliverables:

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

2-160.10.15 Geometric Plans for Project Alternative

CONSULTANT shall prepare Geometric Plans for Project Build Alternative. This includes horizontal and vertical alignments, cross sections, typical sections, utility plans, and construction staging/detours plans.

Deliverables:

- *Geometric Plans for Project Build Alternative.*

2-160.10.20 Value Analysis

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

Deliverables:

- *Value Analysis Report*

2-160.10.25 Hydraulics/Hydrology Studies

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

Deliverables:

- *Preliminary Drainage Report (Hydrology Report)*

2-160.40 Right of Way (ROW) Data Sheets

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

Deliverables:

- *ROW Data Sheets*

2-160.10.45 Utility Locations Determined for Preliminary Engineering

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

Deliverables:

- *Utility Relocation Estimate*
- *Utility correspondence*

2-160.10.55 Multi-Modal Study (If required)

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

Deliverables:

- *Draft / Final Multi-Modal Study*

2-160.10.80 Geotechnical Studies

CONSULTANT shall prepare a Preliminary Foundation Report (PFR), Preliminary Geotechnical Design Report (PGDR), and Preliminary Materials Report (PMR). Preliminary Materials Report which shall provide recommendations for pavement structure recommendations, pavement type, proposed pavement design life and corrosion studies if culverts are proposed. Results of this assessment will be used as basis for estimating project construction costs.

Deliverables:

- *Preliminary Foundation Report, if applicable*
- *Preliminary Geotechnical Design Report*
- *Preliminary Materials Report*

2-160.10.85 Structures Advance Planning Study (APS), if applicable

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

Deliverables:

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

2-160.10.95 Preliminary Transportation Management Plan (TMP)

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

Deliverables:

- *Draft and Final TMP*

2-160.15 Draft Project Report

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

Deliverables:

- *Draft Project Report*

2-160.15.05 Cost Estimates for Alternatives

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

Deliverables:

- *Cost Estimate (11-page format)*

2-160.15.10 Design Standard Decision Document (DSDD)

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

Deliverables:

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

2-160.15.25 Draft Project Report Circulation Review and Approval

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

Deliverables:

- *Final Project Report*

2-160.15.99 Stage Construction Concept

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

Deliverables:

- *Draft and Final Stage Construction Exhibit*

2-160.45 Geometric Approval Drawings (GADs), Base Maps and Plan Sheets for PA/ED Development

CONSULTANT shall prepare the geometric approval drawings (GADs) for the preferred build alternative. GADs shall include horizontal and vertical alignments, cross sections, and typical sections. Preparation of the GADs shall be performed in close coordination with Caltrans Design staff. CONSULTANT will be responsible for completion and approval of the GADs by Caltrans in a manner where there is sufficient time to proceed with the circulation of the Environmental Document and approval of the Project Report within the project schedule.

Deliverables:

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

3.165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT

2-165.10 General Environmental Studies

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

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

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

Deliverables:

- *Draft / Revised Draft / Final Technical Studies*

2-165.10.15 Community Impact Analysis Land Use and Growth Studies

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

Deliverables:

- *Community Impact Analysis Report*

2-165.10.20 Visual Impact Assessment and Scenic Resource Evaluation

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

In accordance with FHWA and the U.S. Department of the Interior guidelines, the visual

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

Deliverables:

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

2-165.10.25 Noise Study (If required)

CONSULTANT shall prepare a Noise Study Report evaluating the noise impacts and potential noise abatement/mitigation measures, if any, associated with the proposed project. Because federal and Caltrans oversight is involved, the report will be prepared in accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol).

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

Deliverables:

- *Draft / Final Noise Study Report*

2-165.10.30 Air Quality Study

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

- Regulatory Setting and Existing Conditions.
- Evaluation of Construction Emissions.
- Evaluation of Operations-Period Mass Emissions.
- Localized Carbon Monoxide Hot Spot Analysis.
- Localized PM2.5/PM10 Hot Spot Analysis.
- Mobile Source Air Toxics.
- Climate Change/Greenhouse Gas Emissions.
- Mitigation Measures.
- Air Quality Conformity Analysis Report and Checklist.

Deliverables:

- *Draft / Final Air Quality Study Report*

2-165.10.35 Water Quality Studies

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

Deliverables:

- *Scoping Questionnaire for Water Quality Issues (SQWQI)*

2-165.10.40 Energy Studies

CONSULTANT will perform all activities related to energy impact analysis for use in the environmental document and prepare a technical report, if required, documenting study results.

Deliverables:

- *Energy Study Report, if required.*

2-165.10.60 Location Hydraulic and Floodplain Study Report

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

Deliverables

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

2-165.10.65 Paleontology Study

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

The following tasks shall be performed to evaluate paleontological resources:

- Document review
- Records search
- Paleontological resource assessment
- Field survey
- Preparation of technical report(s)

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

Deliverables:

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

2-165.10.75 Environmental Commitments Record (ECR)

CONSULTANT will prepare or update the ECR and its associated documentation.

Deliverables

- *Draft and Final ECR*

2-160.10.80 Hazardous Waste Initial Site Assessment

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

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

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

Deliverables:

- *Draft / Final Initial Site Assessment Report*

2-160.10.85 Hazardous Waste Preliminary Site Investigations

CONSULTANT shall perform an Aerially Deposited Lead (ADL) Survey. A report shall be prepared to transmit the field observations, laboratory data, data evaluation and statistics, and conclusions. The report will include diagrams of sample locations and laboratory results presented in tabular format. CONSULTANT will input the analytical data into a Caltrans format MS Access database and provide an electronic copy to the Client. A

professional geologist (PG) will review/sign the investigation report. Hard copies and or an electronic (.pdf file) of the final report will be submitted after the Client provides written draft report review comments.

Deliverables:

- *Draft / Final Aerial Deposited Lead Survey*

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

CONSULTANT will address all efforts to prepare the climate change evaluation and analysis. The quality review for the Climate Change Analysis is included here.

Deliverables:

- *Climate Change Analysis*

2-165.15 Biological Studies

CONSULTANT shall perform biological studies to assess potential impacts to biological resources in the project area. Biological studies perform shall support the environmental determination made in the Environmental Document and shall be used to demonstrate with all applicable biological related laws, regulations, and requirements, including but not limited to, the Federal Endangered Species Act, California Endangered Species Act, Clean Water Act, and the Department of Fish and Game Code. All biological studies performed and reports prepared shall meet Caltrans requirements according to the SER and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

3.165.15.20 Natural Environment Study

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

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

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

Deliverables:

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

2-165.15.99 Jurisdictional Delineation

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

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

Deliverables:

- *Draft / Final Jurisdictional Delineation Report*

2-165.20 Cultural Resources Studies

CONSULTANT shall perform cultural resources studies to assess potential impacts to archaeological and historic resources in the project area. Cultural studies performed shall support the environmental determination made in the Environmental Document. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

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

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

Following completion and approval of the APE, research, survey, outreach and reporting, a summary document (the HPSR) with attached Archaeological Survey Report (ASR) shall be generated. It is anticipated that the proposed project shall result in an HPSR with a finding that no properties eligible for listing on the NRHP or CRHR are present within the project's APE.

Deliverables:

- *Draft / Final Archaeological Survey Report*
- *Draft / Final Area of Potential Effects/Study Area Map*
- *Native American Consultation*
- *Draft / Final Historical Property Survey Report*
- *Draft / Final Historic Resources Compliance Report*

2-165.25 Draft Environmental Document

2-165.25 Section 4(f)/6(f) Evaluation

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

Deliverables

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

2-165.25.A Public Outreach

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

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

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

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

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

Deliverables:

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

2-165.25.15 Draft Environmental Document (DED)

CONSULTANT shall consider the scope of the project and results of the environmental technical studies to recommend and obtain direction from Caltrans and SBCTA on the appropriate environmental document to comply with CEQA and NEPA. Based on conceptual design and preliminary information, an Initial Study/Environmental Assessment (IS/EA) appears to be the appropriate CEQA and NEPA environmental document. If an IS/EA is appropriate, CONSULTANT shall prepare a draft environmental document following available templates on the SER. CONSULTANT shall prepare a screen check IS/EA for an initial review. Following concurrence on the screen check IS/EA, CONSULTANT shall prepare a Draft IS/EA.

CONSULTANT shall prepare a Notice of Completion (NOC) and circulate the IS/EA pursuant to SER and the California Office of Planning and Research, State Clearinghouse guidelines. CONSULTANT shall prepare an Environmental Commitment Record (ECR) and will be responsible for the incorporation of applicable environmental conservation measures into the project final design.

Deliverables:

- *DED (IS/EA) including circulation*
- *Notice of Completion*
- *Environmental Commitment Record*

3.170 – PERMITS & AGREEMENTS

3.170.05 Determine Required Permits

CONSULTANT shall perform work to identify all necessary permits to construction the project and obtain all necessary permits and agreements needed for environmental approval. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identify funds necessary for the permit application and submitting the permit. Discussions and negotiations with permitting agencies shall only be performed in consultation with the SBCTA Project Manager or designee.

Deliverables:

- *Various Environmental Resource Agency Permits Determination*

3.180 PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)

2-180.05.10 Final Project Report

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

Deliverables:

- *Final Project Report*

2-180.05.15 Storm Water Data Report (SWDR)-PA/ED

CONSULTANT shall update and prepare the SWDR according to the latest Caltrans guidelines and procedures.

Deliverables:

- *Draft / Final SWDR – PA/ED*

2-108.10 Final Environmental Document (FED)

CONSULTANT shall update the DED to identify the rationale for selection of the Preferred Alternative. Subsequent to circulation of the FED, CONSULTANT shall prepare responses to comments received from the public and reviewing agencies. Preparation of the responses shall be conducted in consultation with the SBCTA Project Manager or designee. Responses to comments received shall be processed according to Caltrans guidelines. CONSULTANT shall prepare a Mitigated Negative Declaration (MND) and Finding of No Significant Impact (FONSI) for Caltrans approval.

Deliverables:

- *Responses to Comments*
- *FED Quality Control Review Certification*
- *FED (MND/FONSI)*

Minute Action

AGENDA ITEM: 4

Date: February 21, 2025

Subject:

US 395 Phase 2 Widening Project Construction Cooperative Agreement No. 25-1003261 with California Department of Transportation

Recommendation:

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

Authorize the Executive Director, or his designee, to finalize and execute Cooperative Agreement No. 25-1003261, upon approval as to form by SBCTA General Counsel, with the California Department of Transportation for the construction phase of the US 395 Phase 2 Widening Project which specifies roles, responsibilities, and funding between the two agencies including identifying SBCTA as the implementing agency for construction. The agreement includes a State contribution of \$7,652,000 from the State Highway Operations and Protection Program funds and a not-to-exceed amount of \$180,000 for Department Furnished Materials to be paid with Measure I Victor Valley Major Local Highway Projects Program funds.

Background:

US 395 is designated as a “Priority Interregional Highway” in the California Department of Transportation (Caltrans) 2021 Interregional Transportation Strategic Plan (ITSP). US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties, and an important agricultural route to and from the Central Valley. The US 395 Phase 2 Widening Project (Project) will widen the facility from two to four lanes between Interstate 15 and Palmdale Road. The Project is currently in the final design phase with a target for design approval in Summer 2025.

In July 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) authorized a professional services contract for final design and environmental revalidation for the Project. The Project is currently in final design and right-of-way phases. The 100% Plans, Specifications, and Estimates package is targeted to be submitted to Caltrans in March 2025. As the Project is nearing completion of the design and the right-of-way certification is anticipated in May 2025, a construction cooperative agreement with Caltrans is required to define roles, responsibilities, and funding commitments for the construction phase.

In the fall of 2023, Caltrans identified a State Highway Operations and Protection Program (SHOPP) project (Expenditure Authorization (EA) 1L890) as a candidate for combination with the SBCTA widening Project due to their overlapping project limits and similar safety improvement goals. Caltrans agreed to merge the two projects and committed a SHOPP financial contribution of \$7.652 million to integrate the EA 1L890 project improvements into the SBCTA widening Project.

Cooperative Agreement No. 25-1003261 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, SBCTA will lead the project delivery efforts in the construction phase. The agreement also specifies that SBCTA, as the local agency, will be responsible for Project funding, which will include Measure I Victor Valley Major Local Highway Projects Program

Entity: San Bernardino County Transportation Authority

funds and other State and Federal funds, in the amount of \$79,855,296. Of this, \$180,000 will be paid to Caltrans with Measure I Victor Valley Major Local Highway Projects Program funds for Department Furnished Materials.

Staff recommends that the Board authorize the Executive Director, or his designee, to finalize and execute Cooperative Agreement No. 25-1003261 with Caltrans for the construction phase of the Project, pending approval as to form by SBCTA General Counsel.

Financial Impact:

This Project is included in the adopted Budget for Fiscal Year 2024/2025 and funded with Measure I Victor Valley Major Local Highway Projects Program funds, State Transportation Improvement Program – Regional Improvement Program funds (STIP-RIP), and Trade Corridor Enhancement Program funds (TCEP) in Program 40, Project Delivery.

Reviewed By:

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

Responsible Staff:

David Tan, Senior Project Manager

Approved
Mountain-Desert Committee
Date: February 21, 2025
Witnessed By:

General Contract Information

Contract No: 25-1003261 Amendment No.: _____
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 00450 Vendor Name: California Department of Transportation
 Description: US 395 Phase 2 Construction Cooperative Agreement
 List Any Related Contract Nos.: _____ 25-1003262 (receivable)

Dollar Amount					
Original Contract	\$	180,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	180,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	180,000.00

Contract Authorization

Board of Directors _____ Date: 03/05/2025 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

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

Accounts Payable

Estimated Start Date: 12/01/2025 Expiration Date: 12/31/2039 Revised Expiration Date: _____
 NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

							Total Contract Funding:		Total Contingency:		
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	180,000.00	\$	-
GL	4230	40	0820	0844	52005	41100000	640	MSI VV MLHP	180,000.00	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-

 David Tan Project Manager (Print Name)

 Kristi Lynn Harris Task Manager (Print Name)

Additional Notes:

Attachment: CSS 25-1003261 - Payable [Revision 1] (11284 : US 395 Phase 2 Construction Cooperative Agreement 25-1003261 with Caltrans)

General Contract Information

Contract No: 25-1003262 Amendment No.: _____
 Contract Class: Receivable Department: Project Delivery
 Customer ID: CDOT Customer Name: California Department of Transportation
 Description: US 395 Phase 2 Construction Cooperative Agreement
 List Any Accounts Payable Related Contract Nos.: _____ 25-1003261 (payable)

Dollar Amount					
Original Contract	\$	7,652,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	7,652,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	7,652,000.00

Contract Authorization

Board of Directors _____ Date: 03/05/2025 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Local _____ Funding Agreement _____ N/A _____

Accounts Receivable

Total Contract Funding: \$ 7,652,000.00 Funding Agreement No: 25-1003261
 Beginning POP Date: TBD Ending POP Date: TBD Final Billing Date: TBD
 Expiration Date: TBD Fund Admin: Yes
 Parent Contract 25-1003261 PM Description US 395 Phase 2 SHOPP Funds
 Z-Related Contracts Z25-1003262

Sub-							Sub-						
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:		
GL	2550	40	0820	0844	42205003	7,652,000.00	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		

David Tan
Project Manager (Print Name)

Kristi Lynn Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS 25-1003262 - Receivable [Revision 1] (11284 : US 395 Phase 2 Construction Cooperative Agreement 25-1003261 with Caltrans)

Agreement No. 08-1803
Project No.: 0825000082
EA: 08-0F63U
08-SBD-395-4/11.2
SBCTA Contract No. 25-1003261

COOPERATIVE AGREEMENT COVER SHEET

Work Description

WIDENING U.S. HIGHWAY 395 TO 4 LANES, A 14 FOOT PAVED MEDIAN, 8 FOOT SHOULDERS AND ADDING OPERATIONAL ENHANCEMENTS

Contact Information

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

CALTRANS

Amanda Stark, Project Manager
464 W. Fourth Street
San Bernardino, CA 92401
Office Phone: (909) 519-3205
Email: amanda.stark@dot.ca.gov

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

David Tan, Project Manager
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Office Phone: (909) 884-8276
Email: dtan@gosbcta.com

Agreement No. 08-1803
Project No.: 0825000082
EA: 08-0F63U
08-SBD-395-4/11.2
SBCTA Contract No. 25-1003261

Table of Contents

COOPERATIVE AGREEMENT COVER SHEET 1

 Work Description 1

 Contact Information 1

 CALTRANS 1

 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY 1

COOPERATIVE AGREEMENT 4

RECITALS 4

RESPONSIBILITIES 5

 Sponsorship 5

 Implementing Agency 5

 Funding 6

 CALTRANS' Quality Management 6

 CEQA/NEPA Lead Agency 7

 Environmental Permits, Approvals and Agreements 7

CONSTRUCTION 7

 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 13

 Interruption of Work 14

 Penalties, Judgments and Settlements 14

 Project Files 14

Attachment: [PDF] 25-1003261 (11284 : US 395 Phase 2 Construction Cooperative Agreement 25-1003261 with Caltrans)

Agreement No. 08-1803
Project No.: 0825000082
EA: 08-0F63U
08-SBD-395-4/11.2
SBCTA Contract No. 25-1003261

Environmental Compliance 14

Road Repair and Accountability Act of 2017 (SB 1) 15

GENERAL CONDITIONS 15

 Venue..... 15

 Exemptions..... 15

 Indemnification 15

 Non-parties..... 16

 Ambiguity and Performance 16

 Defaults 16

 Dispute Resolution 16

 Prevailing Wage 17

FUNDING SUMMARY 18

 Funding 20

 Invoicing and Payment..... 21

 Construction Support 21

 Construction Capital 21

SIGNATURES..... 22

DRAFT

Attachment: [PDF] 25-1003261 (11284 : US 395 Phase 2 Construction Cooperative Agreement 25-1003261 with Caltrans)

Agreement No. 08-1803
 Project No.: 0825000082
 EA: 08-0F63U
 08-SBD-395-4/11.2
 SBCTA Contract No. 25-1003261

COOPERATIVE AGREEMENT

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

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

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

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *widening U.S. Highway 395 to 4 lanes, a 14 foot paved median, 8 foot shoulders and adding operational enhancements*, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents.
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.

Agreement No. 08-1803 | 08-SBD-395 | EA: 08-0F63U

Agreement No. 08-1803
 Project No.: 0825000082
 EA: 08-0F63U
 08-SBD-395-4/11.2
 SBCTA Contract No. 25-1003261

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

5. The following work associated with this PROJECT has been completed or is in progress:
 - CALTRANS completed the Project Initiation Document (PID) on August 1, 2005.
 - CALTRANS approved the Negative Declaration on December 30, 2009.
 - CALTRANS approved the Categorical Exclusion (CE) on December 31, 2009.
 - SBCTA is developing the Plans, Specifications, and Estimate (PS&E) which will be completed on May 30, 2025 (Cooperative Agreement No. 08-1750).
 - SBCTA is developing the Right-of-Way Certification which will be completed on May 30, 2025 (Cooperative Agreement No. 08-1750).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

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

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

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

Implementing Agency

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

- SBCTA is the 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).

Agreement No. 08-1803
 Project No.: 0825000082
 EA: 08-0F63U
 08-SBD-395-4/11.2
 SBCTA Contract No. 25-1003261

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

Funding

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

CALTRANS' Quality Management

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

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

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

Agreement No. 08-1803
Project No.: 0825000082
EA: 08-0F63U
08-SBD-395-4/11.2
SBCTA Contract No. 25-1003261

- 21. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

CEQA/NEPA Lead Agency

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

Environmental Permits, Approvals and Agreements

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

ENVIRONMENTAL PERMITS/REQUIREMENTS
404 US Army Corps of Engineers
401 Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES)/State Water Resources Control Board
1602 California Department of Fish & Wildlife
2080.1 California Department of Fish & Wildlife
2081 California Department of Fish & Wildlife

CONSTRUCTION

- 27. 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.
- 28. 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	YES

Agreement No. 08-1803
 Project No.: 0825000082
 EA: 08-0F63U
 08-SBD-395-4/11.2
 SBCTA Contract No. 25-1003261

29. 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.
30. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
31. 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 Agreements required for the WORK are executed.
32. 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.
33. 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.
34. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) working days, the IMPLEMENTING AGENCY will not award the construction contract.
35. 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
36. 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.
37. 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.
38. 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.

Agreement No. 08-1803 | 08-SBD-395 | EA: 08-0F63U

Agreement No. 08-1803
 Project No.: 0825000082
 EA: 08-0F63U
 08-SBD-395-4/11.2
 SBCTA Contract No. 25-1003261

39. 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).
40. 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.
41. 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.
42. 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.
43. SBCTA will ensure all necessary maintenance agreements will be executed and/or amended between the local agency with land-use jurisdiction and CALTRANS.
44. 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.
45. 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, or 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

Agreement No. 08-1803 | 08-SBD-395 | EA: 08-0F63U

Agreement No. 08-1803
 Project No.: 0825000082
 EA: 08-0F63U
 08-SBD-395-4/11.2
 SBCTA Contract No. 25-1003261

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

46. PARTIES will manage the WORK schedule to ensure the timely use of committed 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.
47. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written quarterly progress reports during the completion of the WORK.

Additional Provisions

Standards

48. 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
 - Encroachment Permits Manual
 - Construction Manual Supplement for Local Agency Resident Engineers
 - Local Agency Structure Representative Guidelines

Noncompliant Work

49. 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.

Agreement No. 08-1803 | 08-SBD-395 | EA: 08-0F63U

Qualifications

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

Consultant Selection

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

Encroachment Permits

52. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide encroachment permits to SBCTA at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
53. 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

54. 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

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

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

56. 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.

Agreement No. 08-1803
 Project No.: 0825000082
 EA: 08-0F63U
 08-SBD-395-4/11.2
 SBCTA Contract No. 25-1003261

Hazardous Materials

57. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, 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.

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

59. 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 committed in this AGREEMENT.

60. 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 committed in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

61. 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.

Agreement No. 08-1803
 Project No.: 0825000082
 EA: 08-0F63U
 08-SBD-395-4/11.2
 SBCTA Contract No. 25-1003261

62. 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

63. 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.
64. 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.
65. 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

66. 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.
67. 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.
68. 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.

Agreement No. 08-1803 | 08-SBD-395 | EA: 08-0F63U

Agreement No. 08-1803
 Project No.: 0825000082
 EA: 08-0F63U
 08-SBD-395-4/11.2
 SBCTA Contract No. 25-1003261

69. 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.
70. 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

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

73. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
74. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
75. 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.

Project Files

76. SBCTA will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. SBCTA will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

Environmental Compliance

77. 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.

Agreement No. 08-1803
 Project No.: 0825000082
 EA: 08-0F63U
 08-SBD-395-4/11.2
 SBCTA Contract No. 25-1003261

Road Repair and Accountability Act of 2017 (SB 1)

78. PARTIES agree to adhere the following:
- The requirements of Senate Bill 1 (SB1), also known as the Road Repair and Accountability Act of 2017 (Beall, Chapter 5, Statutes of 2017).
 - The California Transportation Commission (CTC) SB1 Accountability and Transparency Guidelines adopted for each SB1 fund type.
 - The SB1 procedures and policies established by CALTRANS.
79. 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 attached to and made a part of this AGREEMENT, by reference.
80. 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.

GENERAL CONDITIONS

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

Venue

82. 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

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

Indemnification

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

Agreement No. 08-1803
 Project No.: 0825000082
 EA: 08-0F63U
 08-SBD-395-4/11.2
 SBCTA Contract No. 25-1003261

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

Non-parties

86. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
87. 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

88. 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.
89. 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

90. 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

91. 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.

Agreement No. 08-1803
 Project No.: 0825000082
 EA: 08-0F63U
 08-SBD-395-4/11.2
 SBCTA Contract No. 25-1003261

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

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

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

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

Prevailing Wage

93. 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.

Agreement No. 08-1803
 Project No.: 0825000082
 EA: 08-0F63U
 08-SBD-395-4/11.2
 SBCTA Contract No. 25-1003261

FUNDING SUMMARY

FUNDING TABLE					
<u>IMPLEMENTING AGENCY:</u>			<u>SBCTA</u>		
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
FEDERAL	SBCTA	CPF-CDS ^L	0	2,000,000	2,000,000
FEDERAL	SBCTA	RSTBGP ^L	7,166,196 ^T	15,042,863	22,209,059
STATE	SBCTA	TCEP ^P	0	30,000,000	30,000,000
STATE	CALTRANS	SHOPP	0	7,652,000	7,652,000
LOCAL	SBCTA	Measure	500,000	17,494,237 ^M	17,994,237
Totals			7,666,196	72,189,100	79,855,296

^LLump sum fund not subject to proportional shares.

^TToll Credits have been applied as the 11.47% non-federal match.

^PProportional share based on Baseline Agreement CON cost of \$52,209,000 vs current estimate of \$79,855,296

^MUsed as non-federal match.



Agreement No. 08-1803
 Project No.: 0825000082
 EA: 08-0F63U
 08-SBD-395-4/11.2
 SBCTA Contract No. 25-1003261

SPENDING TABLE						
Fund Type	CONST. SUPPORT		CONST. CAPITAL			Totals
	CALTRANS	SBCTA	CALTRANS	SBCTA	DFM	
CPF-CDS	0	0	0	2,000,000	0	2,000,000
RSTBGP	0	7,166,196	0	15,042,863	0	22,209,059
TCEP	0	0	0	30,000,000	0	30,000,000
SHOPP	0	0	0	7,652,000	0	7,652,000
Measure	0	500,000	0	17,314,237	180,000	17,994,237
Totals	0	7,666,196	0	72,009,100	180,000	79,855,296

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Funding

94. 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.

95. 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.

96. 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 law, the Administration Rate is capped at 10 percent for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

97. 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.

98. 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.

99. 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.
100. SHOPP funds can only be expended on SHOPP-eligible items and work.

Agreement No. 08-1803
 Project No.: 0825000082
 EA: 08-0F63U
 08-SBD-395-4/11.2
 SBCTA Contract No. 25-1003261

Invoicing and Payment

101. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.
102. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
103. 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.
104. If CALTRANS reimburses SBCTA for any costs later determined to be unallowable, SBCTA will reimburse those funds.

Construction Support

105. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

Construction Capital

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

Department Furnished Materials (DFM)

107. All Department Furnished Materials (DFM) invoicing will be after execution of this AGREEMENT.

Agreement No. 08-1803
Project No.: 0825000082
EA: 08-0F63U
08-SBD-395-4/11.2
SBCTA Contract No. 25-1003261

SIGNATURES

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

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

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Catalino A. Pining III
District Director

Raymond W. Wolfe
Executive Director

Verification of Funds and Authority:

Corina Harriman
District Budget Manager

Julianna K. Tillquist
General Counsel

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

HQ Legal Representative
HQ Legal Rep Title

Attachment: [PDF] 25-1003261 (11284 : US 395 Phase 2 Construction Cooperative Agreement 25-1003261 with Caltrans)

Minute Action

AGENDA ITEM: 5

Date: February 21, 2025

Subject:

Long Range Multimodal Transportation Plan - Final Report

Recommendation:

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

Approve the Final Long Range Multimodal Transportation Plan for purposes of input to the next Regional Transportation Plan/Sustainable Communities Strategy to be prepared by the Southern California Association of Governments.

Background:

The San Bernardino County Transportation Authority (SBCTA) began development of the Long Range Multimodal Transportation Plan (LRMTP) in spring 2023, funded by a California Department of Transportation (Caltrans) Sustainable Communities Grant of \$594,471. Brief updates on progress were provided in General Policy Committee agenda items such as the multimodal transportation quarterly reports, references in budget presentations, and highlights in updates from the Planning Department, most recently on October 9, 2024.

A presentation of the proposed Draft LRMTP strategies and actions was made to the MVSS on November 14, 2024 and to the MDC on November 15, 2024. Similar presentations were made to the SBCTA TTAC on December 2, 2024 and to the City/County Managers' Technical Advisory Committee (CCMTAC) on December 5, 2024.

The full Draft LRMTP was made available for public review on December 17, 2024 with a closing date for comments of January 17, 2025. Notification of the publication of the Draft LRMTP was made to stakeholder working groups, local jurisdictions and transit agencies in San Bernardino County, and through social media e-blasts. Two stakeholder working group meetings were held to present and discuss the Draft LRMTP, one on January 7, 2025 and one on January 9, 2025.

The proposed Final LRMTP and Subarea Plans are being provided as a separate attachment. This includes an update that incorporates clarifications from the Draft LRMTP plus additional material on a "top tier" of Priority Transit Corridors for the Omnitrans system in the Valley for future consideration as well as lists of priority active transportation projects. The results of the analysis of "top tier" transit corridors is relevant only to the Valley Subarea and may be found in the February 13, 2025 Metro Valley Study Session agenda. Additional LRMTP package items that can be found online include community and stakeholder engagement details, responses to comments on the Draft LRMTP, a "Transit Vision", a Modeling Scenario Memo, an Existing Transit Conditions Report, a Funding Options Memo, and a link to the Existing Conditions StoryMap. Comments on the Draft LRMTP have been wide-ranging, to include concerns about too much emphasis on highway projects, not enough emphasis on transit and active transportation projects, concerns about the impact of freight movement through the county, concerns over the inclusion of specific projects, suggestions on other projects, appreciation for information in subarea plans, concern over shortcomings in subarea plans, and suggestions about

Entity: San Bernardino County Transportation Authority

funding and implementation. The comment log, including SBCTA responses, has been made publicly available for review on the LRMTTP website.

While no specific requirements exist on approvals of the LRMTTP, staff is requesting approval of the Final LRMTTP as a basis for input into the forthcoming planning efforts for the Southern California Association of Governments (SCAG) 2028 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Growth forecasting for the RTP/SCS will begin in 2025, and strategy discussions for the new plan will begin shortly thereafter. Project submittals for the RTP/SCS will be requested in 2027, and the SBCTA LRMTTP will serve as a starting point for those submittals. The LRMTTP will also serve as a reference document for future discussions with the Federal Transit Administration, Federal Highway Administration, Caltrans, the California State Transportation Agency and others.

Background on the development of the Draft LRMTTP, the technical analyses conducted, the public and agency outreach, the development of subarea plans for each Measure I subregion, and connections to other plans (e.g. the SCAG RTP/SCS, Short Range Transit Plans by the transit operators, Measure I 10-Year Delivery Plan, etc.) may be found in the November MVSS and MDC agenda items and need not be repeated here. However, identification of priority active transportation projects and Safe-Routes-to-School projects was needed to provide additional guidance as it is not directly addressed in the SBCTA 10-Year Delivery Plan or in other plans.

Identification of Priority Active Transportation and Safe-Routes-to-School Projects

Table 8 in the Draft LRMTTP contained a long 3-page list of active transportation projects in five categories:

- Projects in the Transportation Development Act Article 3 Program (in progress)
- Projects Submitted for Funding in the Caltrans Active Transportation Program (ATP) Cycle 7 (Not Awarded Unless Otherwise Noted)
- Other High Priority Bike Facility Improvements
- Other High Priority Safe-Routes-to-Schools Improvements
- Other High Priority Pedestrian Points of Interest Plan Improvements

There are many more of these projects included in individual countywide plans or city-level plans. Over the years, both SBCTA and local jurisdictions have applied for ATP funding through State, Federal, and regional programs, with varying degrees of success. More success was achieved in earlier years and less in more recent years when statewide competition increased and funding decreased. The purpose of identifying a more specific list of priority projects is to help SBCTA and member agencies focus on higher-probability projects and to get more projects “shovel-ready” to increase their competitiveness.

To accomplish this, SBCTA staff, in consultation with the TTAC, used the range of prior reports to identify a priority list of active transportation projects as shown in Table 1 on the following page. It does not include the list of projects that are already under way through the Transportation Development Act (TDA) Article 3 Program for bicycle/pedestrian projects.

Mountain-Desert Committee Agenda Item

February 21, 2025

Page 3

This list, included in the Final LRMTTP, should be viewed as a “work in progress.” It does not mean that projects outside the list will never get support from SBCTA, nor does it mean that projects on the list will all receive additional support from SBCTA.

Decisions on which projects (or groups of projects) to submit will be made by the local lead agencies, with SBCTA staff available for consultation and assistance from the SBCTA grant team, if appropriate. It has sometimes been found advantageous to submit groups of active transportation projects under the SBCTA banner to present a stronger case for Federal, State, or regional investment. Examples include the Metrolink ATP Phase 1 and Metrolink ATP Phase 2 grant applications for Caltrans ATP funding, both of which were successful. Phase 1 improvements were previously constructed by SBCTA and Phase 2 is currently under construction. Individual jurisdictions have also been successful, but where it makes sense, multi-jurisdictional projects can be packaged together. It is important to note that project readiness has become an increasingly important component of putting together competitive grants.

Table 1. List of Priority Active Transportation Projects (beyond those already under development through the TDA Article 3 Program)

Jurisdiction	Priority Active Transportation Projects
Adelanto	Bartlett Ave. Safe-Routes-to-School (SRTS) Harold George Visual and Performing Arts Magnet & Middle School SRTS
Apple Valley	Bear Valley Rd. Bicycle and Pedestrian Improvements
Apple Valley	Bear Valley Rd. Bridge Bicycle and Pedestrian Improvements
Apple Valley	Phoenix Academy SRTS Enhancements on Thunderbird Rd. and Dale Evans Parkway
Apple Valley	Granite Hills High School Loop SRTS
Apple Valley	Mojave Riverwalk North
Chino	South Euclid Avenue Bicycle/Pedestrian Connector
Colton	Complete Streets Bicycle and Pedestrian Improvements
County	Santa Ana River Trail Phase IV B and C: Class I, II, III, and IV from Orange St to Opal Ave
County	Del Rosa Ave. Sidewalk Improvements
County/Fontana	San Sevaime Class I from Banyon St. to Pacific Electric Trail and Foothill Blvd. to Philadelphia St.
Fontana	Sierra Ave. Bicycle and Pedestrian Improvements
Fontana	Complete Streets Bicycle and Pedestrian Improvements
Highland/Redlands	Regional Connector Along Orange St. and Connecting Roads Class I, II, and IV
Montclair	North ATP Improvements on Monte Vista Ave., Arrow Hwy., Moreno St., and Central Ave.
Montclair	San Antonio Creek Channel Class I
Montclair	Adjacent SRTS (6): Kingsley ES, Howard ES, Ramona ES, Lehigh ES, Vernon MS, and Buena Vista AIMS
Montclair	Metrolink Access Complete Streets Bicycle and Pedestrian Improvements
Needles	Sidewalk Improvements (8): A St., B St., C St., D St., Acoma St.,

San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item

February 21, 2025

Page 4

Jurisdiction	Priority Active Transportation Projects
	Bazoobuth St., Quivera St., and Palm Way
Ontario	Vista Verde II (affordable housing) Complete Streets Bicycle and Pedestrian Improvements
Rancho Cucamonga	Church St. Bicycle and Pedestrian Improvements
Rancho Cucamonga	Hermosa Ave. Bicycle and Pedestrian Improvements
Rancho Cucamonga	SW Disadvantaged Communities and SRTS Bicycle and Pedestrian Improvements
Rancho Cucamonga	Banyan St. Bicycle and Pedestrian Improvements
Rancho Cucamonga	Haven Ave. and Foothill Blvd. Complete Streets
Redlands	Lugonia Ave. Bicycle and Pedestrian Improvements
Rialto	Riverside Ave. Bicycle and Pedestrian Improvements
Rialto	Complete Streets Bicycle and Pedestrian Improvements
San Bernardino	9th Street Bicycle and Pedestrian Improvements
San Bernardino	Baseline Rd. Bicycle and Pedestrian Improvements
San Bernardino	Shandon Hills Middle School SRTS
San Bernardino	Inland Center Dr. Bicycle and Pedestrian Improvements (including right-of-way)
San Bernardino/ Caltrans	Waterman Ave. Bicycle and Pedestrian Improvements
Twentynine Palms	Joshua Tree Family Apartments (affordable housing) Complete Streets Bicycle and Pedestrian Improvements
Upland	Euclid and Magnolia Villas (affordable housing) Complete Streets Bicycle and Pedestrian Improvements
Victorville	Mojave Dr. Complete Streets
Victorville	La Paz Pedestrian Improvements from I-15 to 7th St
Victorville	Ridgecrest Pedestrian Improvements from Bear Valley Rd. to Pahute Ave.
Yucca Valley	SRTS Access (4): Yucca Valley ES, Onaga ES, La Contenta MS, Yucca Valley HS, Black Rock HS, Paradise Park School Bus Hub, and Walmart Center Transit Hub

Shaded projects are affiliated with Regional Early Action Planning 2.0.

SRTS = Safe Routes to School

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025.

Reviewed By:

This item was reviewed by the Transportation Technical Advisory Committee on February 3, 2025 and the Board of Directors Metro Valley Study Session on February 13, 2025. Prior presentations on the LRMTTP were made to the Board of Directors Metro Valley Study Session on November 14, 2024 and the Mountain/Desert Policy Committee on November 15, 2024.

Responsible Staff:

Steve Smith, Director of Planning & Regional Programs

San Bernardino County Transportation Authority

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Approved
Mountain-Desert Committee
Date: February 21, 2025
Witnessed By:

Minute Action

AGENDA ITEM: 6

Date: February 21, 2025

Subject:

Mojave Desert Air Basin Project List and Highway Sanctions

Recommendation:

Receive a presentation on highway projects potentially at risk as a result of Environmental Protection Agency determinations in the Mojave Desert Air Quality Management District.

Background:

This agenda item pertains to the potential impacts of recent actions by the Environmental Protection Agency (EPA) on highway projects in the Mojave Desert Air Basin. These projects include highway projects led by San Bernardino County Transportation Authority (SBCTA), local jurisdictions, and California Department of Transportation. The rules governing these actions under the Federal Clean Air Act (CAA) are complex, and court actions thus far have not resolved the issues. Failure to resolve the issues by the end of July 2025 could result in these projects not being able to obtain the necessary approvals to proceed to their next phase and/or loss of access to Federal funds. This could also have ripple effects on other funding awards, including State awards. A brief history of “how we got here” is presented first, followed by a discussion of specific projects, potential consequences, and steps being taken to avoid these impacts.

A Brief History

On June 30, 2023, the EPA published an action in the Federal Register that involved three actions: an approval, a limited approval, and limited disapproval of certain revisions to the Mojave Desert Air Quality Management District (MDAQMD or “District”) portion of the California State Implementation Plan (SIP) for air quality. These revisions concern the District’s New Source Review permitting program for new and modified sources of air pollution under Part D of Title I of the CAA. This action updated the District’s portion of the SIP with ten revised rules. Under the authority of the CAA, the EPA action simultaneously approved local rules that regulate emission sources and directed the District to correct rule deficiencies. The action became effective on July 31, 2023.

As a result of EPA’s limited approval and limited disapproval of MDAQMD Rules 1301, 1302, 1303, 1304, and 1305; the EPA must promulgate a Federal Implementation Plan (FIP) under Section 110(c) for the West Mojave Desert nonattainment area portion of the District within 24 months of the effective date unless EPA approves subsequent SIP revisions that correct the deficiencies identified in this action. In addition, the “highway sanction” provision in CAA Section 179(b)(1) will be imposed 24 months after the effective date of the EPA action (in this case, on July 31, 2025). Sanctions will not be imposed if the EPA approves a subsequent SIP submission that corrects the identified deficiencies before the applicable deadlines.

The District subsequently petitioned the U.S. Ninth Circuit Court for review of the EPA’s limited disapproval of the District’s revisions to its portion of the SIP under the CAA. In an opinion dated September 5, 2024, the court ruled that EPA inadequately explained the reversal of its prior

Entity: San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item

February 21, 2025

Page 2

approval of a similar MDAQMD rule and concluded that the EPA's disapproval was arbitrary and capricious. The court therefore granted the District's petition and remanded to EPA to sufficiently articulate its reasons for the change, should they exist.

On December 30, 2024, EPA published in the Federal Register that it is finalizing a FIP under the CAA that consists of Nonattainment New Source Review (NNSR) rules for areas within the jurisdiction of the MDAQMD in which air pollutant concentrations are above specific air quality standards. The NNSR rules will apply to construction of new major stationary sources and major modifications at existing major stationary sources of air pollution. The FIP will be implemented by the EPA, unless and until it is replaced by an EPA-approved SIP. In this action, the EPA also responded that it again disapproves MDAQMD Rule 1304(C)(2)(d) and provided additional information to support that decision.

Under the "highway sanctions" provision, the EPA can halt the approval of projects and the award of certain grants for "non-exempt" transportation projects, including projects in the following major funding programs: (1) Surface Transportation Program; (2) National Highway System; (3) Interstate Maintenance; (4) Bridges; (5) Interstate Construction; (6) Interstate Substitution; and (7) Congestion Mitigation and Air Quality Improvement Program. According to a Federal Highway Administration policy memorandum, the typical types of projects that cannot be federally funded or approved (i.e., are sanctioned) would be projects that expand highway or roadway capacity, including:

1. The addition of general purpose through lanes to existing roads.
2. New highway facilities on new locations.
3. New interchanges on existing highways.
4. Improvements to, or reconfiguration of existing interchanges.
5. Additions of new access points to the existing road network.
6. Increasing functional capacity of the facility.
7. Relocating existing highway facilities.
8. Repaving or resurfacing, except for safety purposes, as defined by Section 179(b) (42 USC 7509).
9. Project development activities, including environmental documentation and preliminary engineering, right-of-way purchase, equipment purchase, and construction solely for non-exempt projects.
10. Transportation enhancement activities associated with the rehabilitation and operation of historic transportation buildings, structures, or facilities not categorically exempted.

If the FIP is not replaced by an EPA-approved SIP by July 31, 2025, the sanctions clock that was set in motion on July 31, 2023, will expire, and the Federal funding and project approvals for the above types of projects will cease until an approved SIP is in place. An email summary of the status of the litigation with EPA was provided to interested parties by Alan DeSalvio, MDAQMD Deputy Air Pollution Control Officer, on January 29, 2025. This email is provided as Attachment 1.

Projects Potentially Impacted and Next Steps

The Southern California Association of Governments (SCAG) has conducted an analysis of the transportation projects within the Mojave Desert Air Basin that could be impacted if the highway San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item

February 21, 2025

Page 3

sanction clock were to expire. This has been further reviewed by SBCTA staff and is presented as Attachment 2 to this agenda item.

The highway projects in San Bernardino County are at different stages in their development. If a Federal approval of an action or funding obligation is not obtained by July 31, 2025, the project will not be allowed to proceed through that point. For example, if the US 395 Freight Mobility and Safety Project (Interstate 15 to State Route 18) does not receive a Federal obligation of funding for the construction phase prior to that date, the project will be brought to a halt until the highway sanction is removed. While safety is a component of the US 395 project, and there is an exclusion for safety projects, SBCTA does not believe US 395 will qualify for the exclusion because it is adding through lanes. The “addition of general purpose through lanes to existing roads” is explicitly included in the list of project types that would not likely meet the exemption criteria, as presented above. Other Federally-funded projects in the Mojave Desert Air Basin that may be in the Project Approval and Environmental Document stage would not be able to obtain their environmental approval to move forward.

All parties in San Bernardino County, along with SCAG, are making an effort to resolve the issue that puts the highway projects at risk. However, it is currently uncertain if, when, or how the issue will be resolved by July 31. This item is being presented to make SBCTA Board members aware of the issue. SBCTA and local agencies with highway projects are not part of the decision-making process, but keeping projects on schedule or ahead of schedule is of paramount importance at this time.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025.

Reviewed By:

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

Responsible Staff:

Steve Smith, Director of Planning & Regional Programs

Approved
Mountain-Desert Committee
Date: February 21, 2025

Witnessed By:

Attachment 1.

January 29, 2025 Email from Alan De Salvio (MDAQMD) to Interested Stakeholders

From: Alan De Salvio <Adesalvio@mdaqmd.ca.gov>
Sent: Wednesday, January 29, 2025 4:07 PM
Cc: Brad Poiriez <bradp@mdaqmd.ca.gov>
Subject: MDAQMD Major Source NSR Issue Overview and Summary

You are receiving this information email as a major source within the MDAQMD potentially impacted by EPA's disapproval of MDAQMD New Source Review rules, and subsequent related actions. I am providing this overview and summary of the current status for your information only. I am available to respond to questions (note I am limited regarding ongoing litigation).

EPA disapproves multiple MDAQMD Rules, and disapproval of Rule 1304(C)(2)(d) is reversed by Ninth Circuit.

- EPA partially disapproved of six MDAQMD Rules, including Rule 1304(C)(2)(d) in 2023
- MDAQMD filed a petition for review and then mediated the dispute with EPA before briefing. The parties agreed to rule revisions that addressed all issues except EPA's disapproval of Rule 1304(C)(2)(d) (i.e., simultaneous emission reduction offsets). MDAQMD adopted revised rules in early 2024, and CARB submitted the revised rules to EPA for approval in August 2024.
- MDAQMD briefed and argued the disapproval of Rule 1304(C)(2)(d), and the Ninth Circuit vacated that disapproval in September 2024, concluding it was arbitrary and capricious for failing to explain why EPA was reversing its prior approval of the rule. The Court remanded the matter to EPA for an explanation of that position reversal.

EPA has taken no action on the revised rules and has promulgated a new disapproval of Rule 1304(C)(2)(d) and a FIP to displace all of the rules EPA disapproved in 2023, including Rule 1304(C)(2)(d).

- EPA promulgated a new disapproval of Rule 1304(C)(2)(d) and a FIP to replace that rule as well as the other previously-disapproved five rules.
 - EPA replaced the prior 2023 disapproval of Rule 1304(C)(2)(d) with a "new agency action" disapproving of the rule which provides new bases for that disapproval.
 - In the same Final Rule, EPA issued a FIP to replace all of the rules that it disapproved in 2023 as well as Rule 1304(C)(2)(d) that it had simultaneously just disapproved.
 - This combined disapproval/FIP Final Rule (the "2024 Final Rule") was published on 12/30/2024 and goes into effect on 2/28/2025.

MDAQMD's initial response: Motion to Enforce Mandate

- MDAQMD moved the 9th Circuit to prevent the publication of the Final Rule, arguing that it contradicted the Court's mandate (the prior decision against EPA).
- The Ninth Circuit denied that motion without prejudice but indicated that the arguments could be presented in a petition for review.

Current Status

- **Sanctions:** EPA has recently informed MDAQMD that it is targeting a NPRM on the revised rules that CARB submitted by 4/2/2025. EPA also explained that it is not planning to move forward with a companion interim final determination (“IFD”) to stop sanctions because of the “remaining deficiency”—namely, Rule 1304(C)(2)(d).
 - While we are still communicating with EPA, it appears that the agency is taking the position that the 18 and 24 month sanctions clock continues to tick from the 2023 disapproval of Rule 1304(C)(2)(d), and if this were not true or if Rule 1304(C)(2)(d) offsets were eliminated, EPA would issue an IFD to stop sanctions.
 - MDAQMD disagrees with EPA’s position. EPA jettisoned its 2023 disapproval of Rule 1304(C)(2)(d) to replace it with the superseding “new” disapproval of the rule in 2024. This should have reset the sanctions clock with respect to that disapproval, which would provide time to either prevail in litigation on that rule, convince EPA to take a different path, or submit a revised rule that addresses EPA’s concerns.
 - IF EPA imposes sanctions based on the 2023 disapproval, then MDAQMD can file a petition for review of that final agency action and a motion to stay, pending review.
- **Litigation:** MDAQMD will file a petition for review in the Ninth Circuit before February 28, 2025 to challenge the 2024 Final Rule. A draft petition is being finalized now.

Scope of litigation: As an initial matter, the scope of the challenge is limited to the disapproval of Rule 1304(c)(2)(d) and the imposition of a simultaneous FIP to displace that rule. The FIP of the other rules will be resolved when EPA approves the revised rules in April.

Motion to stay the Final Rule – We may file a motion to stay the Final Rule at any point after a petition for review is filed. If the motion is granted, that would allow MDAQMD to continue to permit the use of 1304(C)(2)(d) offsets during the litigation on the petition for review.

NSR FIP - While related, this is a separate matter. I have no information regarding the status of the NSR FIP with regards to how EPA will implement or when. When I have any information on it I will forward it to you.

Much of this may change based on the new administration, and much of it is subject to administration transition issues. Stay tuned.



Alan J. De Salvio
 Deputy Air Pollution Control Officer
 760.245.1661, ext. 6726 Office
 760.403.4724 Mobile

760.245.2022 Fax

MDAQMD.ca.gov

@MDAQMD on [Facebook](#), [Twitter](#) and [Instagram](#)

Attachment 2.

San Bernardino County Projects Potentially Impacted by Expiration of the Highway Sanctions Clock Imposed by EPA on the MDAQMD

LEAD AGENCY	PROJECT NAME	PROJECT DESCRIPTION	SBCTA COMMENT	STAGE OF DEVELOPMENT
DESERTXPRESS ENTERPRISES, LLC DBA XPRESSWEST	XPRESSWEST; HIGH-SPEED RAIL FROM VICTOR VALLEY TO LAS VEGAS (PA&ED ONLY)	IN SAN BERNARDINO COUNTY: XPRESSWEST; CONSTRUCT A HIGH-SPEED PASSENGER RAIL SERVICE FROM VICTOR VALLEY TO LAS VEGAS (PA&ED ONLY)	AN EXEMPT PROJECT OVERALL, BUT UNCLEAR HOW MODIFICATION OF INTERCHANGES AT STATIONS COULD BE IMPACTED.	DESIGN-BUILD, BUT SECURITY OF FEDERAL FUNDING AWARD UNCLEAR.
HESPERIA	MAPLE AVENUE STREET IMPROVEMENTS PHASE I - ROADWAY IMPROVEMENTS CONSISTING OF REHABILITATION AND RECONSTRUCTION OF THE EXISTING ROADWAY.	MAPLE AVENUE STREET IMPROVEMENTS PHASE I - ROADWAY IMPROVEMENTS CONSISTING OF REHABILITATION AND RECONSTRUCTION OF THE EXISTING ROADWAY.	FEDERAL EARMARK – STILL NEEDS NEPA PA/ED WHICH COULD NOT OCCUR AND EARMARK EXPIRES 9/30/2025	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
SAN BERNARDINO COUNTY	RECONSTRUCT NEEDLES HIGHWAY, SEGMENT 1C, APPROXIMATELY 2.15 MILES IN LENGTH FROM DAVID DRIVE TO 0.1 MILE NORTH OF NOTCHO ROAD (PARENT PROJECT SBD031426)	RECONSTRUCT NEEDLES HIGHWAY, SEGMENT 1C, APPROXIMATELY 2.15 MILES IN LENGTH FROM DAVID DRIVE TO 0.1 MILE NORTH OF NOTCHO ROAD (PARENT PROJECT SBD031426)	FEDERAL FUNDS FOR CONSTRUCTION – NEEDS CONSTRUCTION AUTHORIZATION BY JULY	ENGINEERING/PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

Attachment: PDF- Attachment 2 - San Bernardino County Projects Potentially Impacted by Highway

LEAD AGENCY	PROJECT NAME	PROJECT DESCRIPTION	SBCTA COMMENT	STAGE OF DEVELOPMENT
SAN BERNARDINO COUNTY	GROUPED PROJECT TO REPLACE OR REHABILITATE MULTIPLE BRIDGES ALONG NATIONAL TRAILS HIGHWAY BETWEEN DAGGETT TO THE WEST AND INTERSTATE 40 TO THE EAST. PROJECTS ARE CONSISTENT WITH 40 CFR PART 93.126 EXEMPT TABLES 2 AND TABLE 3 CATEGORIES - NON CAPACITY WIDE	GROUPED PROJECT TO REPLACE OR REHABILITATE MULTIPLE BRIDGES ALONG NATIONAL TRAILS HIGHWAY BETWEEN DAGGETT TO THE WEST AND INTERSTATE 40 TO THE EAST. PROJECTS ARE CONSISTENT WITH 40 CFR PART 93.126 EXEMPT TABLES 2 AND TABLE 3 CATEGORIES - NON CAPACITY WIDENING NARROW PAVEMENTS OR RECONSTRUCTING BRIDGES (NO ADDITIONAL TRAVEL LANES) TOLL CREDITS TO MATCH STP \$1,713 (FY24/25 \$867 AND FY25/26 \$846).	FEDERAL FUNDS FOR CONSTRUCTION – NEEDS NEPA PA/ED AND CONSTRUCTION AUTHORIZATION FOR FIRST THREE BRIDGES BY JULY, WHICH WILL LIKELY NOT OCCUR	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
SAN BERNARDINO COUNTY	SHADOW MT RD FROM HELENDALE RD EAST TO NTH; CONSTRUCT AND EXTEND FROM 2-4 LNS - INCLUDING 4 LANE BRIDGE OVER MOJAVE RIVER & GRADE SEP OVER RAIL TRACKS WITH ADDITIONAL CONNECT TO VISTA RD ON W SIDE OF TRACKS (PA&ED ONLY)	SHADOW MT RD FROM HELENDALE RD EAST TO NTH; CONSTRUCT AND EXTEND FROM 2-4 LNS - INCLUDING 4 LANE BRIDGE OVER MOJAVE RIVER & GRADE SEP OVER RAIL TRACKS WITH ADDITIONAL CONNECT TO VISTA RD ON W SIDE OF TRACKS (PA&ED ONLY)	PROJECT IN PA/ED PHASE AND NOT FULLY FUNDED BUT WOULD NOT BE ABLE TO GET NEPA PA/ED AFTER JULY	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
SAN BERNARDINO COUNTY	RESTRIPED EXISTING STRUCTURAL SECTION OF BAKER BLVD BETWEEN I-15 RAMPS AND SH 127 FROM 2 - 4 LANE CONFIGURATION IN CONJUNCTION WITH PROJECT TO REPLACE EXISTING 2 LANE BRIDGE 54CO127 WITH 4 LANE BRIDGE	RESTRIPED EXISTING STRUCTURAL SECTION OF BAKER BLVD BETWEEN I-15 RAMPS AND SH 127 FROM 2 - 4 LANE CONFIGURATION IN CONJUNCTION WITH PROJECT TO REPLACE EXISTING 2 LANE BRIDGE 54CO127 WITH 4 LANE BRIDGE	PROJECT IS NOT FEDERALLY-FUNDED BUT RELATED BAKER BRIDGE PROJECT IS	ENGINEERING/PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

LEAD AGENCY	PROJECT NAME	PROJECT DESCRIPTION	SBCTA COMMENT	STAGE OF DEVELOPMENT
SAN BERNARDINO COUNTY	IN SAN BERNARDINO COUNTY: WIDEN PHELAN ROAD 2-4 LANES FROM SR 138 TO LOS BANOS AVENUE, PLUS A CONTINUOUS LEFT TURN.	IN SAN BERNARDINO COUNTY: WIDEN PHELAN ROAD 2-4 LANES FROM SR 138 TO LOS BANOS AVENUE, PLUS A CONTINUOUS LEFT TURN.	PROJECT IS SCHEDULED FOR NEPA APPROVAL IN 2026 - WOULD BE AFFECTED IF SANCTIONS STILL IN PLACE.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
SAN BERNARDINO COUNTY	BAKER BLVD. BRIDGE - OVER MOJAVE RIVER, 0.2 MI SW OF DEATH VALLEY RD REPLACE 2 LANE BRIDGE W 4 LANE BRIDGE (BRIDGE NO 54C0127)	BAKER BLVD. BRIDGE - OVER MOJAVE RIVER, 0.2 MI SW OF DEATH VALLEY RD REPLACE 2 LANE BRIDGE W 4 LANE BRIDGE (BRIDGE NO 54C0127)	PROJECT SCHEDULED FOR NEPA APPROVAL IN APRIL 2025 BUT FEDERAL APPROVALS COULD BE DELAYED. WILL NOT BE ABLE TO PROCEED TO CONSTRUCTION WHILE SANCTIONS ARE IN PLACE.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY	US-395 (HESPERIA, VICTORVILLE, & ADELANTO) FROM 0.16 MI N/O INTERSTATE ROUTE 15 JUNCTION TO SR18 - WIDEN FROM 2-4 LANES AND ADD LEFT TURN CHANNELIZATION AT INTERSECTIONS (EA 0F633) (TOLL CREDITS TO MATCH CRRSAA, STP AND STIP)	US-395 (HESPERIA, VICTORVILLE, & ADELANTO) FROM 0.16 MI N/O INTERSTATE ROUTE 15 JUNCTION TO SR18 - WIDEN FROM 2-4 LANES AND ADD LEFT TURN CHANNELIZATION AT INTERSECTIONS (EA 0F633) (TOLL CREDITS TO MATCH CRRSAA, STP AND STIP)	SBCTA WILL BE WORKING WITH CALTRANS AND CTC TO EXPEDITE CONSTRUCTION AUTHORIZATION AFTER PROJECT IS READY TO LIST, WHICH IS SCHEDULED FOR APRIL 2025.	ENGINEERING/PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)
TWENTYNINE PALMS	IN THE CITY OF TWENTYNINE PALMS, ON STATE ROUTE 62 FROM 524' EAST OF ENCELIA AVENUE TO LARREA AVENUE. CONSTRUCT CURBS, GUTTERS, AND SIDEWALKS, ON THE NORTH SIDE OF STATE ROUTE 62 AND A RAISED MEDIAN ON SR 62.	IN THE CITY OF TWENTYNINE PALMS, ON STATE ROUTE 62 FROM 524' EAST OF ENCELIA AVENUE TO LARREA AVENUE. CONSTRUCT CURBS, GUTTERS, AND SIDEWALKS, ON THE NORTH SIDE OF STATE ROUTE 62 AND A RAISED MEDIAN ON SR 62. THE PROJECT INCLUDES MINOR WIDENING ON THE NORTH SIDE OF SR 62 AND WIDENING OF THE BOX CULVERT OVER THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT TWENTYNINE PALMS WASH.	PROJECT IS SCHEDULED FOR CONSTRUCTION IN 2026 - WOULD BE AFFECTED IF SANCTIONS STILL IN PLACE.	ENGINEERING/PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

LEAD AGENCY	PROJECT NAME	PROJECT DESCRIPTION	SBCTA COMMENT	STAGE OF DEVELOPMENT
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY	I-15 CAJON PASS NORTHBOUND CORRIDOR FREIGHT PROJECT	ON I-15 IN THE CAJON PASS FROM CLEGHORN RD TO SR 138, EXTEND THE NORTHBOUND TRUCK LANE AND RECONSTRUCT NORTHBOUND RAMP AT CLEGHORN RD	NEPA PA/ED ABOUT TO BEGIN AND EXPECTED TO CONCLUDE IN DECEMBER 2026, SO FINAL APPROVAL COULD BE DELAYED IF SEGMENT IN MDAB PREVENTS ENTIRE PROJECT FROM MOVING FORWARD.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY	SR 62 WIDENING AND INTERSECTION IMPROVEMENTS	SR 62 IN YUCCA VALLEY FROM SAGE TO AIRWAY - WIDEN FROM 4 TO 6 LANES INCLUDING INTERSECTION AND TRAFFIC SIGNAL MODIFICATIONS – PA/ED ONLY	NEPA PA/ED ABOUT TO BEGIN AND EXPECTED TO CONCLUDE IN JUNE 2027, SO FINAL APPROVAL COULD BE DELAYED.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
APPLE VALLEY	YUCCA LOMA RD.: FROM RINCON RD. TO NAVAJO RD - WIDEN EXISTING 2 LANE RD. TO 4 LANE RD. (2 LANES IN EACH DIRECTION)	YUCCA LOMA RD.: FROM RINCON RD TO NAVAJO RD - WIDEN EXISTING 2 LANE RD. TO 4 LANE RD. (2 LANES IN EACH DIRECTION)	NEPA PA/ED ABOUT TO BEGIN AND EXPECTED TO CONCLUDE IN LATE 2025, FINAL APPROVAL WOULD BE DELAYED. POTENTIAL STBG APPLICANT FOR CON.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
APPLE VALLEY	SR 18 WIDENING IN THE TOWN OF APPLE VALLEY	SR 18 IN APPLE VALLEY FROM APPLE VALLEY RD TO TAO RD - WIDEN TO 3 LANES IN EACH DIRECTION	NEPA PA/ED ABOUT TO BEGIN AND EXPECTED TO CONCLUDE IN JUNE 2027, SO FINAL APPROVAL COULD BE DELAYED. POTENTIAL STBG APPLICANT FOR PS&E.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
VICTORVILLE	MOJAVE DR WIDENING IN CITY OF VICTORVILLE	MOJAVE DR IN VICTORVILLE FROM US 395 TO 7TH AVE - WIDEN TO 3 LANES IN EACH DIRECTION	NEPA PA/ED EXPECTED TO CONCLUDE IN 2025, SO FINAL APPROVAL COULD BE DELAYED. POTENTIAL STBG APPLICANT FOR CON.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
VICTORVILLE	BEAR VALLEY RD WIDENING IN CITY OF VICTORVILLE	BEAR VALLEY RD IN VICTORVILLE FROM MONTE VISTA RD TO US 395 - WIDEN TO 3 LANES IN EACH DIRECTION	NEPA PA/ED EXPECTED TO CONCLUDE IN 2025, SO FINAL APPROVAL COULD BE DELAYED. POTENTIAL STBG APPLICANT FOR CON.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)

LEAD AGENCY	PROJECT NAME	PROJECT DESCRIPTION	SBCTA COMMENT	STAGE OF DEVELOPMENT
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY	SR 18 SAFETY AND OPERATIONAL IMPROVEMENTS – PA/ED ONLY	ON SR 18 WEST OF US 395 - SAFETY AND OPERATIONAL IMPROVEMENTS THAT COULD INCLUDE A CONTINUOUS CENTER MEDIAN, OPERATIONAL ENHANCEMENTS SUCH AS ADDING LEFT AND/OR RIGHT TURN CHANNELIZATION, AND COMPLETE STREET IMPROVEMENTS SUCH AS BIKE LANES, SIDEWALKS, AND CROSSWALKS.	NEPA PA/ED ABOUT TO BEGIN AND EXPECTED TO CONCLUDE IN JUNE 2027, SO FINAL APPROVAL COULD BE DELAYED. HOWEVER, PROJECT IS SAFETY-RELATED.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
NEEDLES	RIVER RD AND RIVER ST IN CITY OF NEEDLES	WIDEN ASPHALT ON RIVER RD FROM NORTH K ST TO 600' WEST OF JACK SMITH PARK AND ON RIVER ST FROM BNSF TO NORTH K STREET FOR FIRE ACCESS REQUIREMENTS	NEPA PA/ED ABOUT TO BEGIN AND EXPECTED TO CONCLUDE IN JUNE 2026, SO FINAL APPROVAL COULD BE DELAYED. HOWEVER, PROJECT IS SAFETY-RELATED.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)
SAN BERNARDINO COUNTY	US 95/HAVASU RD INTERSECTION IMPROVEMENTS	AT US 395 AND HAVASU RD IN SAN BERNARDINO COUNTY, ASS TURN LANES TO EASE TRAFFIC CONGESTION AND INCREASE SAFETY.	NEPA PA/ED EXPECTED TO CONCLUDE IN 2025, SO FINAL APPROVAL COULD BE DELAYED. HOWEVER, PROJECT IS SAFETY-RELATED.	ENVIRONMENTAL DOCUMENT/PRE-DESIGN PHASE (PA/ED)

Additional Information

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

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

Acronym List

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

MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2025

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

Communication: Attendance (Additional Information)

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



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