

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017  
PROJECT BASELINE AGREEMENT

Resolution

(to be completed by CTC)

**1. FUNDING PROGRAM**

☐ Trade Corridor Enhancement Program - *Please note: this form applies ONLY to ZEV TCEP Projects.*

**2. PARTIES AND DATE**

2.1 This Project Baseline Agreement (Agreement) effective on (will be completed by CTC), is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant, , and the Implementing Agency, , sometimes collectively referred to as the “Parties”.

**3. RECITAL**

- 3.1 Whereas at its meeting the Commission approved the and included in this program of projects the , the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as **Exhibit A**, the Project Report attached hereto as **Exhibit B**, the Performance Metrics Form, if applicable, attached hereto as **Exhibit C**, as the baseline for project monitoring by the Commission.
- 3.2 The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

**4. GENERAL PROVISIONS**

The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:

4.1 To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.

4.2 To adhere, as applicable, to the provisions of the Commission:

- ☐ Resolution , “Adoption of Program of Projects for the Active Transportation Program”, dated
- ☐ Resolution , “Adoption of Program of Projects for the Local Partnership Program”, dated
- ☐ Resolution , “Adoption of Program of Projects for the Solutions for Congested Corridors Program”,  
dated
- ☐ Resolution , “Adoption of Program of Projects for the State Highway Operation and Protection Program”,  
dated
- ☐ Resolution , “Adoption of Program of Projects for the Trade Corridor Enhancement Program”,  
dated

- 4.3 All signatories agree to adhere to the Commission's Guidelines. Any conflict between the programs will be resolved at the discretion of the Commission.
- 4.4 All signatories agree to adhere to the Commission's SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
- 4.5  agrees to secure funds for any additional costs of the project.
- 4.6  agrees to report to Caltrans on a quarterly basis; on the progress made toward the implementation of the project, including scope, cost, schedule, and anticipated benefits/performance metric outcomes.
- 4.7 Caltrans agrees to prepare program progress reports on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.
- 4.8  agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.9  m agrees to submit a timely Project Performance Analysis as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.10 All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits and performance metric outcomes during the course of the project, and retain those records for six years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 4.11 The Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time during the course of the project and for six years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

## 5. SPECIFIC PROVISIONS AND CONDITIONS

- 5.1 Project Schedule and Cost  
See Project Programming Request Form, attached as Exhibit A.
- 5.2 Project Scope  
See Project Report or equivalent, attached as Exhibit B. At a minimum, the attachment shall include the cover page, evidence of approval, executive summary, and a link to or electronic copy of the full document.
- 5.3 Performance Metrics  
See Performance Metrics Form, if applicable, attached as Exhibit C.
- 5.4 Cost Overrun  
In the event of a cost overrun on a Caltrans nominated project, neither the Trade Corridor Enhancement Program nor the Department shall be responsible for any cost increase. Any cost overruns shall be the sole responsibility of the Private Entity.
- 5.5 Additional Provisions and Conditions *(Please attach an additional page if additional space is needed.)*

### Attachments:

- Exhibit A: Project Programming Request Form  
Exhibit B: Project Report  
Exhibit C: Performance Metrics Form *(if applicable)*

SIGNATURE PAGE  
TO  
PROJECT BASELINE AGREEMENT

Project Name

Resolution

\_\_\_\_\_  
*(to be completed by CTC)*

\_\_\_\_\_  
Date

Project Applicant/Implementing Entity

\_\_\_\_\_  
Date

Nominating Agency/Implementing Agency (Caltrans, Modified Oversight)

\_\_\_\_\_  
Date

District Director  
California Department of Transportation

\_\_\_\_\_  
Date

Director  
California Department of Transportation

\_\_\_\_\_  
Date

Executive Director  
California Transportation Commission