**TRADE CORRIDOR IMPROVEMENT FUND**

**PROJECT BASELINE AGREEMENT**

**1. PARTIES AND DATE**

* 1. This Project Baseline Agreement (Agreement) for the *Project Name*, effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), and the *Project Sponsor* (Project Sponsor), sometimes collectively referred to as the “Parties”.

**2. RECITAL**

**2.1** Whereas at its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Meeting the California Transportation Commission amended the Trade Corridor Improvement Fund and included in this program of projects the *Project Name*, 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 Study Report/Project Study Report Equivalent* attached hereto as Exhibit B, and the *Project Benefits Form*  as attached hereto as Exhibit C, as the baseline for project monitoring by the California Transportation Commission and its Project Delivery Council. The undersigned Project Sponsor 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.

1. **GENERAL PROVISIONS**

The Project Sponsor and Caltrans agree to abide by the following provisions:

* 1. To meet the requirements of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and to Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193).
  2. To adhere to the provisions of the California Transportation Commission Resolution TCIF-P-0708-01, “Adoption of Program of Projects for the Trade Corridors Improvement Fund (TCIF),” dated April 10, 2008.
  3. To adhere to the California Transportation Commission’s Trade Corridor Improvement Fund Guidelines.
  4. To adhere to the California Transportation Commission’s Accountability Implementation Plan and policies, and program and baseline amendment processes.
  5. The Sponsoring Agency agrees to secure funds for any additional costs of the project. Any change to the funding commitments outlined in this agreement requires an amendment.
  6. To report to the California Transportation Commission on a quarterly basis on the progress made toward the implementation of the project, including scope, cost, and schedule.
  7. To report to the California Transportation Commission on the progress, on a quarterly basis, and outcomes, at the end of the environmental phase, of the environmental process with regard to air quality impacts due to emissions from diesel or other particulates and related mitigation strategies. Whereas the Bond Act mandates that the Commission shall allocate TCIF for trade infrastructure improvements in a manner that places emphasis on projects that improve trade corridor mobility while reducing emissions of diesel particulate and other pollutant emissions, the Department of Transportation, the Sponsoring Agency, and the Corridor Coalition understand and agree that the California Transportation Commission will only allocate TCIF to projects that can demonstrate compliance with applicable environmental requirements. If environmental clearance is conditioned to the implementation of mitigation measures, the sponsoring agency must commit, in writing, to the implementation of those mitigation measures.
  8. To maintain and make available to the California Transportation Commission and/or its designated representative, all work related documents, including engineering and financial data, during the course of the project and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
  9. The California Transportation Commission and/or its designated representative, has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Sponsoring Agency, and any subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project. Audits with be conducted in accordance with Generally Accepted Government Auditing Standards.

**4. SPECIFIC PROVISIONS AND CONDITIONS**

* 1. **Project Schedule and Cost**

See Project Programming Request Form, attached as Exhibit A.

**4.2 Project Scope**

See Project Study Report/Project Study Report Equivalent, attached as Exhibit B.

**4.3 Project Benefits**

See Project Benefits Form, attached as Exhibit C.

**4.4 Other Project Specific Provisions and Conditions**

# **SIGNATURE PAGE**

# **TO**

# **TRADE CORRIDOR IMPROVEMENT FUND**

# **PROJECT BASELINE AGREEMENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name Date**

**Title**

**Sponsoring Agency**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name Date**

**Title**

**Regional Agency**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Malcolm Dougherty Date**

**Director**

**California Department of Transportation**

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**Andre Boutros**

**Executive Director**

**California Transportation Commission**