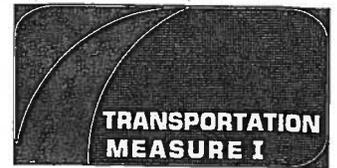




San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410
Phone: (909) 884-8276 Fax: (909) 885-4407
www.sanbag.ca.gov



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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
-

AGENDA

Major Projects Committee

February 9, 2012

9:00 a.m.

Location:

SANBAG Offices

The Super Chief Room

**1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410**

Major Projects Committee Membership

Chair

Dick Riddell, Mayor
City of Yucaipa

Pete Aguilar, Mayor
City of Redlands

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Vice-Chair

Michael Tahan, Council Member
City of Fontana

Paul M. Eaton, Mayor
City of Montclair

Ed Scott, Mayor Pro Tem
City of Rialto

Ed Graham, Council Member
City of Chino Hills

Walt Stanckiewicz, Mayor
City of Grand Terrace

Neil Derry, Supervisor
County of San Bernardino

Larry McCallon, Mayor
City of Highland

Alan Wapner, Council Member
City of Ontario

Josie Gonzales, Supervisor
County of San Bernardino

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Dennis Yates, Mayor
City of Chino

Gary Ovitt, Supervisor
County of San Bernardino

Pat Morris, Mayor
City of San Bernardino

Sarah Zamora, Mayor
City of Colton

Janice Rutherford, Supervisor
County of San Bernardino

Ray Musser, Mayor
City of Upland

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

Major Projects Committee
February 9, 2012
9:00 a.m.

LOCATION:
Santa Fe Depot
The Super Chief Room

1170 W. 3rd Street, 2nd Floor, San Bernardino

CALL TO ORDER – 9:00 a.m.
(Meeting chaired by Mayor Dick Riddell.)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Nessa Williams

1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of February 9, 2011. Pg. 8

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Major Projects Attendance Roster Pg. 14

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Notes/Action

- 3. **Construction Change Orders to on-going SANBAG Construction Contracts with Skanska/Rados Joint Venture, C.C. Myers Inc., America West Landscaping, Republic ITS and Beador Construction** Pg. 18

Review and ratify change orders. **Garry Cohoe**

Discussion Calendar

- 4. **Major Projects Quarterly Project Status Briefing** Pg. 21

Receive the Major Projects Quarterly Project Status Briefing **Garry Cohoe**

- 5. **Hunts Lane Grade Separation Project Easement and Joint Use Agreement** Pg. 23

1. Authorize Staff to proceed directly to Board without prior Policy Committee review with a joint use of easement agreement with the City of Colton and Southern California Edison (SCE) if agreement is required.

2. Allow anticipated assignment of easements to SCE and the City of Colton within parcels APN 164-391-25, 164-391-01, and 164-391-24 to go directly to Board without prior committee approval. **Garry Cohoe**

- 6. **South Milliken Avenue and Union Pacific Railroad Los Angeles Line Railroad Grade Separation in the City of Ontario** Pg. 25

Approve Amendment No. 1 to Project Funding Agreement No. C10093 with the City of Ontario for Plans, Specifications, and Estimates (PS&E) Services for the Rail-Highway Grade Separation Project at S. Milliken Avenue for an increase of \$440,000 and a revised not-to-exceed SANBAG contribution of \$3,796,000, and for a new expiration date of 6/30/2013 to comply with SANBAG's Contracting and Procurement Policy 11000. **Garry Cohoe**

- 7. **Board Resolution RES12-006 for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project** Pg. 35

Approve Resolution RES12-006 to indemnify the California Department of Transportation (Caltrans) for liabilities associated with the Right-of-Way (ROW) Certification for the I-215 Bi-County HOV Gap Closure Project. **Garry Cohoe**

8. Interstate 215 (I-215)/Barton Road Interchange, Plans, Specifications, & Estimates (PS&E) Phase Pg. 42

Direct staff to negotiate with the California Department of Transportation (Caltrans) to discuss the potential of having Caltrans undertake all tasks associated with the preparation of the Plans Specifications and Estimate (PS&E) on the I-215/Barton Road Interchange project. **Garry Cohoe**

9. State Route 210 (SR-210) Lane Addition from Highland Avenue to Interstate 10 (I-10) Project Approval & Environmental Document Phase Pg. 45

Approve Cooperative Agreement C12148 with the California Department of Transportation (Caltrans) for the Project Approval & Environmental Document (PA&ED) Phase of the State Route 210 Lane Addition Project from Highland Avenue to Interstate 10. **Garry Cohoe**

10. Interstate 15 (I-15) Corridor Project Pg. 70

1. Award Contract No. C11081 to Parsons Brinkerhoff (PB) to perform Preliminary Engineering for Toll Feasibility Studies and complete a Project Study Report-Project Development Support (PSR-PDS) on I-15 in an amount not to exceed \$863,000.

2. Approve a contingency amount of \$86,300 and authorize the Executive Director, or designee to release contingency as required for the project.

3. Approve Cooperative Agreement C12198 with the State of California (Caltrans) to perform review and approval of the I-15 Project Study Report-Project Development Support (PSR-PDS) in an amount not to exceed \$102,500. **Garry Cohoe**

11. North Milliken Avenue/Union Pacific Railroad (UPRR) Grade Separation Project in the City of Ontario Pg. 114

Approve Amendment No. 2 to Contract No. R10195 with City of Ontario for construction of the North Milliken Grade Separation Project.
Paula Beauchamp

12. Right of way appraisals and acquisitions for the Palm Avenue Grade Separation Project Pg. 122

1. Approve appraisals on properties needed for the Palm Avenue Grade Separation project listed in Attachment "A" of this agenda item, copies of which are on file with the Director of Project Delivery.

2. Authorize acquisition of parcels needed for the Palm Avenue Grade Separation Project as listed in Attachment "A" at a not to exceed aggregate total of \$2,000,000.

3. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for required properties identified in Attachment "A" for construction of the Palm Avenue Grade Separation Project similar to that procedure utilized pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507), to acquire the permanent and temporary construction easements for these properties based on attached templates in Attachments "B", "C", "D", and "E" provided the specific property agreement has been reviewed and approved by SANBAG's General Counsel. **Paula Beauchamp**

13. Interstate 10 (I-10) Westbound Lane Addition Construction Pg. 150

Approve Amendment No. 2 to Contract C08002 with CH2M Hill at no additional cost to extend the period of performance to June 30, 2014 for design support as needed through the construction phase of the I-10 Westbound Lane Addition Project. **Paula Beauchamp**

14. Devore Interchange Right-of-Way Cooperative Agreement Amendment Pg. 155

1. Approve Amendment No. 1 to right of way Cooperative Agreement No. C11103 with Caltrans for the I-15/I-215 Devore Junction Goods Movement Project for execution of the entire right of way phase of the project, and increases the funding commitment by \$47,853,825 for a revised Not-To-Exceed Amount of up to \$50,353,825 in Measure I 2010-2040 Cajon Pass funds.

2. Authorize a contract term through December 31, 2019 for Cooperative Agreement No. C11103, which exceeds the three (3) year maximum contract term for contracts as identified in SANBAG' Contracting and Procurement Policy 11000. **Paula Beauchamp**

15. On-Call Right of Way Service Contract with Overland Pacific Cutler, Inc. Pg. 182

Approve Amendment No. 2 to Contract No. C10027 with Overland Pacific Cutler, Inc. for Right-of-Way Acquisition Services including Acquisition, Appraisal, Right-of-Way Engineering, Surveying, and Other Specialty Professional Services on an as-needed basis increasing the contract amount by \$585,000.00 for a new not-to-exceed amount of \$3,185,000.00.

Paula Beauchamp

16. Resolution No. 12-008, Issuance of the 2012 Sales Tax Revenue Bond and Designating the Underwriter and Printer Pg. 190

1. Resolution authorizing the issuance and sale of not to exceed \$165,000,000 aggregate principal amount of San Bernardino County Transportation Authority sales tax revenue bonds (limited tax bonds), the execution and delivery of an indenture, supplemental indenture, escrow agreement, amendment to state transactions and use tax agreement, purchase contract, official statement and continuing disclosure agreement and the taking of all other actions necessary in connection therewith;

2. Designate Barclays Capital, for underwriting services; and

3. Designate Financial Printer Resource, Inc. for printing services.

William Stawarski

17. Allocation Planning Proposal for Fiscal Year 2012-2013 Pg. 200

Receive information on the allocation planning proposal for SANBAG's capital project budgeting for Fiscal Year 2012-2013. **Steve Smith**

Additional Items from Committee Members

Director's Comments

Brief Comments by General Public

Acronym Listing

Pg. 209

ADJOURNMENT

**The Next Major Projects Committee Meeting:
March 15, 2012**

Meeting Procedures and Rules of Conduct

Meeting Procedures

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

Accessibility

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

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting, Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

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

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

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

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

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

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes 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, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

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

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 Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his 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 not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

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

The Chair.

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



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 1

Date: February 9, 2012

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

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	C09196	Skanska/Rados Joint Venture <i>Chad Mathes</i>	All American Asphalt Anderson Drilling CGO Construction Chrisp Company Coffman Specialties Cleveland Wrecking

*

Approved
 Major Projects Committee

Date: January 12, 2012

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG	CTC	X	CTA	X	SAFE	CMA
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Check all that apply.
 MPC1201z-gc

3-A (Cont.)	C09196		CMC Fontana Steel D C Hubbs Dywidag-Systems Int. Elmore Pipe Jacking Foundation Pile Inc. Gerco Contracting Giken America Corp. Robert B. Longway Malcolm Drilling Co, Inc. Merli Concrete Pumping Modern Alloy MSL Electric Inc. Olivas Drilling Pacific Restoration Group Penhall Pomeroy Reycon Construction, Inc. Southwest V-ditch Statewide Safety & Sign Steve Bubalo Construction Valley Concrete Placing, Inc. VP Vertical Earthwork
3-B	C10007	C.C. Myers Inc. <i>Daniel E. Himick</i>	DC Hubbs Precision Survey Power Plus Moore Electrical Statewide Cruco Paving Diversified Landscape La Londe

3-B (Cont.)	C10007		<p>RMA</p> <p>Pavement Recycling Systems</p> <p>CMC Rebar</p> <p>Kirby</p> <p>Cal Stripe</p> <p>Top of Line Sweeping</p> <p>Harber Companies</p> <p>CGO Construction</p> <p>Concrete Coring</p> <p>Jo Jo trucking</p> <p>Riley Trucking</p> <p>G & F Concrete Cutting</p> <p>SRD Engineering</p> <p>Cooper Engineering</p> <p>Pipeline</p> <p>Calmex Engineering</p> <p>Gwinco</p> <p>CTM Construction</p> <p>Asher</p> <p>Avar</p> <p>Competitive Edge Engineering</p> <p>Hyatt Development</p> <p>Coral Construction</p> <p>Blue Iron</p> <p>Fisk</p> <p>K & B Boring</p> <p>Custom Rock</p> <p>Cross-town Electrical and Data</p> <p>Dorado & Dorado</p>
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3-B (Cont.)	C10007		Goss Construction Dywidag Systems Construction Rock Structures VT Electric Wilson Bros Trenching AC Dike Co. Alcorn Fence Amber Steel EBS utilities Jezowski and Arkey Constructors Penhall Company
3-C	C09203	America West Landscaping <i>Roy Anthony</i>	None
3-D	C10198	Republic ITS <i>James A. Wagner</i>	None
3-E	C10190	Beador Construction <i>David Beador</i>	Cooper Engineering Cal-Stripe CGO Construction Bay Area Drill Golden State Boring United Steel Placers Diversified Landscape DC Hubbs Competitive Edge Electrical Murphy Industrial Coatings Sun Quest General Engineering V-Ditch Construction

3-F	C11004	C.C. Myers, Inc. <i>Daniel E. Himick</i>	Alcorn Fence Company Cal-Stripe Foundation Pile, Inc. Integrity Rebar Ecologic Landscape Elite Bobcat Services MSE Retaining Systems Murphy Industrial Coatings Sierra Pacific Electrical Visual Pollution Technologies
10	C11081	Parsons Brinkerhoff <i>Doug Sawyer</i>	RBF Consulting Overland Pacific Cutler Iteris Leighton Group
12	N/A	San Bernardino County Flood Control District APN 0262-051-02	None
12	N/A	San Bernardino Universal Self Storage, LLC APN 0266-021-17, 18, 32, and 39	None
12	N/A	Wallace M. And Kathryn G. Francis APN 0266-021-44	None
12	N/A	Fred G. Walter and Son APN 0266-041-22	None
12	N/A	Palm Avenue SB LLC APN 0266-041-62	None
12	N/A	Gaelle II, LLC APN 0266-041-69	None
12	N/A	Gurbax R. and Rajni Marwah Trustees of the Marwah Family Trust APN 0266-041-70	None

12	N/A	Atchison, Topeka & Santa Fe Railway Company (BNSF Railroad) APN 0266-011-13	None
13	C08002-02	CH2M Hill <i>Alicia Cannon</i>	PB/Associated Engineers AECOM/ Boyle Engineering Corporation STB Landscape Architects, Inc.
15	C10027-02	Overland Pacific Cutler, Inc. <i>Joey Mendoza</i>	None

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2012

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dick Riddell City of Yucaipa	X											
Ray Musser City of Upland	X											
Janice Rutherford Board of Supervisors	X											
Sarah Zamora City of Colton	X											
Rhodes “Dusty” Rigsby City of Loma Linda	X											
Walt Stanckiewicz City of Grand Terrace	X											
Pete Aguilar City of Redlands	X											
Josie Gonzales Board of Supervisors	X											
Neil Derry Board of Supervisors												
Larry McCallon City of Highland	X											
Patrick Morris City of San Bernardino	X											
Ed Graham City of Chino Hills	X											
Michael Tahan City of Fontana	X											
Gary Ovitt Board of Supervisors												

X = Member attended meeting.
mpcatt2012.doc

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.
Page 1 of 2

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD -- 2012

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Eaton City of Montclair	X											
Ed Scott City of Rialto												
Alan Wapner City of Ontario	X											
L. Dennis Michael City of Rancho Cucamonga	X											
Dennis Yates City of Chino	X											

**AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2011**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X
John Pomierski City of Upland	X	X										
Ray Musser City of Upland			X		X	X	X	X	X	X		X
Janice Rutherford Board of Supervisors		X					X	X	X	X		X
David Zamora City of Colton	X	X			X	X	X					
Sarah Zamora City of Colton										X		X
Rhodes "Dusty" Rigsby City of Loma Linda	X		X	X	X	X	X		X	X	X	X
Walt Stanckiewicz City of Grand Terrace	X	X	X	X	X	X	X	X	X	X	X	X
Jon Harrison City of Redlands	X	X	X	X			X					
Pete Aguilar City of Redlands									X		X	X
Josie Gonzales Board of Supervisors	X		X	X		X	X	X	X		X	X
Neil Derry Board of Supervisors (Self Suspension 5/3/2011)	X	X	X	X								
Larry McCallon City of Highland	X		X	X	X	X	X	X	X	X	X	X
Patrick Morris City of San Bernardino	X	X	X	X	X	X	X	X	X	X	X	X

X = Member attended meeting.
mpcatt2011.doc

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.
Page 1 of 2

**AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2011**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Ed Graham City of Chino Hills	X	X		X	X	X	X	X	X	X	X	X
John Roberts City of Fontana	X											
Michael Tahan City of Fontana		X	X	X	X	X	X	X	X	X	X	X
Gary Ovitt Board of Supervisors	X	X		X	X	X	X			X		
Paul Eaton City of Montclair	X	X	X	X	X	X	X	X	X		X	X
Ed Scott City of Rialto	X		X	X		X	X	X		X	X	
Alan Wapner City of Ontario	X	X	X		X	X	X		X			X
Diane Williams City of Rancho Cucamonga	X	X										
L. Dennis Michael City of Rancho Cucamonga				X		X	X	X		X		
Dennis Yates City of Chino	X	X	X	X	X	X	X	X	X	X		X

X = Member attended meeting.
mpcatt2011.doc

Empty box = Member did not attend meeting

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Page 2 of 2



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: February 9, 2012

Subject: Construction Change Orders to on-going SANBAG Construction Contracts with Skanska/Rados Joint Venture, C.C. Myers Inc., America West Landscaping, Republic ITS and Beador Construction

Recommendation:* Review and ratify change orders.

Background: Of SANBAG's six on-going construction contracts, including one recently completed project, five have had construction change orders (CCO's) approved since the last reporting to the Major Projects Committee. The CCO's are listed below:

- A. CN C09196 with Skanska/Rados Joint Venture for construction of the I-215 Segments 1 and 2 project: CCO No. 1 Supplement 2 (\$150,000.00 increase for maintaining roadways for the convenience of public traffic); CCO No. 5 Supplement 2, (\$75,000.00 increase for maintaining and repairing existing electrical systems); CCO No. 11 Supplement 2, (\$50,000.00 increase for removal and disposal of buried man-made objects); CCO No. 57 Supplement 1, (\$50,000.00 increase for removal of graffiti from structures); CCO No. 64 Supplement 1 (\$25,000.00 increase for additional funds to perpetuate existing improvements to properties that are temporarily utilized during construction); CCO No. 68 Supplement 1, (\$90,000.00 increase for modifying existing and/or new drainage systems during construction staging); CCO No. 71, (\$22,000.00 increase to repair fiber optic cable damaged during waterline relocation); CCO No. 72, (\$40,000.00 increase to compensate contractor for work associated with changes in Stage Construction and Traffic Handling Plans by the

*

	<i>Approved</i> <i>Major Projects Committee</i>
	Date: <u>February 9, 2012</u>
	Moved: _____ Second: _____
	In Favor: _____ Opposed: _____ Abstained: _____
	Witnessed: _____

Designer); CCO No. 74, (\$30,394.56 increase for relocating two SCE service locations); CCO No. 80, (\$2,000.00 increase for changes in 9th Street bridge for utility conduits); CCO No. 81, (\$39,480.00 increase for providing bridge deck drain system through end diaphragms and approach slabs for 5 bridges of which plans did not address); CCO No. 85, (no cost/no credit change to Drainage Profile Sheets DP-31 thru DP-34); CCO No. 87, (\$25,000.00 increase to provide for joint seal armor plate for sidewalk joints at abutment 1 and 4 of 9th St bridge and abutment 1 of Baseline St bridge); CCO No. 88, (\$50,000.00 increase for removal of diesel contaminated soil found during excavation for Retaining Wall No. 136); CCO No. 90, (\$9,499.90 increase for modifications to traffic signal elements at 2nd and I St for ADA requirements and at 9th and H St at the request of San Bernardino City); CCO No. 93, (\$18,350.00 increase to compensate contractor to relocate existing traffic signal pole to allow construction of 2nd St UC); CCO No. 94, (\$34,345.28 increase to compensate contractor to install temporary traffic signals along west frontage road at 2nd and 3rd Streets settling NOPC No. 3); CCO No. 99, (\$24,000.00 increase to change elevation of Drainage System No. 100 to avoid existing Verizon duct bank); CCO No. 100, (\$2,415.35 increase for installation at NW corner of Baseline and northbound on ramp expansion-deflection fittings that allow for 20mm of movement at this bridge site); CCO No. 101, (\$85,000.00 increase for removal of PCC not shown on plans) and CCO No. 102, (\$262,800.00 decrease due to elimination of Anti-Graffiti Coating).

- B. CN C10007 with C.C. Myers Inc. for the I-10 and Riverside Avenue Interchange reconstruction project: CCO No. 15 (no cost/no credit for changes to Caltrans T1 communications equipment); CCO No. 20 Supplement 1, (\$4,000.00 increase to compensate the contractor for removal and disposal of manmade buried objects); CCO No. 23, (\$36,990.00 increase for replacing 270 meters of 250 mm plastic waterline); CCO No. 32, (\$7,000.00 increase to provide for graffiti and trash and debris removal from freeway lanes); CCO No. 33, (\$2,000.00 increase for repair work to waterline break and resulting discharge and slope erosion); CCO No. 34, (\$23,870.00 increase to provide for revisions to Retaining Wall 322 per designers request) and CCO No. 40, (\$17,000.00 increase to compensate contractor for removal and disposal of buried manmade objects).
- C. CN C09-203 with America West Landscaping for the SR-210 Segment 4 Establish Existing Planting project: CCO No. 1, (\$21,293.84 increase to compensate contractor for correcting irrigation and planting deficiencies prior to accepting "as-is" condition); CCO No. 2, (\$11,791.99 increase for the installation of 6 irrigation flow meters as requested by Caltrans) and CCO No. 3, (\$13,300.00 increase to provide for replacement of plantings damaged by frost conditions).

- D. CN C10198 with Republic ITS for the Tiers 3 & 4 Valleywide Coordinated Signal Program project: CCO No.1, (\$12,200.00 decrease due to elimination of contract item work because of incomplete infrastructure in the City of Chino); CCO No. 2, (\$650.00 decrease due to change in controller type in City of Redlands); CCO No. 3, (\$7,920.00 decrease due to decrease of contract item and elimination of others because of incomplete infrastructure in the City of Chino Hills) and CCO No. 4, (\$2,000.00 increase to provide change of equipment at various Caltrans locations per State request).
- E. CN C10-190 with Beador Construction Co. for the I-10 Westbound Lane Addition project: CCO No. 1, (\$20,000.00 increase for maintaining roadways for the convenience of public traffic); CCO No. 2, (\$8,800.00 increase to compensate contractor for Apprenticeship Program); CCO No. 3, (\$7,500.00 decrease due to deletion of Item 81, Data Core); CCO No. 4, (\$2,780.00 increase for modifications to Drainage System 4 due to existing facilities); CCO No. 7, (\$3,000.00 increase to provide for additional pavement delineation to improve safety and traffic control to facilitate work) and CCO No. 8, (\$15,000.00 increase to compensate contractor for SANBAGs share of SWPPP maintenance costs).
- F. CN C11-004 with C.C. Myers Inc. for the North Milliken Avenue Grade Separation project: CCO No. 1, (\$2,606.28 increase for Partnering as required in the Contract Special Provisions) and CCO No. 2, (no cost change order for the addition of 24 working days of "Authority Owner Float" to the first monthly updated schedule).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. Task Numbers: 82412000, 83812000, 84111000, 70111000, 86212000 and 88212000.

Reviewed By: This item will be reviewed by the Major Projects Committee on February 9, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: February 9, 2012

Subject: Major Projects Quarterly Project Status Briefing

Recommendation:* Receive the Major Projects Quarterly Project Status Briefing

Background: The Major Projects Quarterly Project Status Briefing for the period October, 2011 through December, 2011 is a high level summary of relevant project information. SANBAG staff would like to highlight the following projects for this period.

1. **I-15 La Mesa/Nisqualli Interchange Project:** Bids were opened on November 15, 2011 for the construction contract for this interchange project in Victorville. Riverside Construction was awarded a construction contract at the December 7, 2011 Board meeting for \$36,239,527 with supplemental and contingency. This represents a savings of 25% below the engineer's estimate. Actual start of construction is anticipated to start in February, 2012 and be completed by summer, 2013. This project will construct a new overcrossing and interchange at Interstate 15 (I-15).

2. **Opening of the new I-215/SR 210 Connector:** Work has been continuing on the two construction contracts along the Interstate 215 (I-215) north corridor in the City of San Bernardino. A significant milestone was reached a few days before Christmas, 2011 with the opening of the north I-215 to west SR 210 Connector. This provides a direct freeway to freeway connection for this traffic

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Approved
Major Projects Committee

Date: February 9, 2012

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	
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Check all that apply.

movement and significantly enhances traffic operations in the area for both the freeway and the local streets. Both construction projects are anticipated to be complete in 2013.

3. **Approval of SANBAG's 10 Year Delivery Plan:** The culmination of numerous studies and evaluations of many projects and funding scenarios resulted in a draft 10 year delivery plan that was presented to committees in September and October, 2011. Comments received from these meetings were incorporated into a final document presented at December committees and ultimately approved at the January 4, 2012 SANBAG Board meeting. This document will serve as the guide for funding of SANBAG programs, capital projects and issuance of bonds moving forward in the new Measure I program.

Financial Impact: No financial impact, information only.

Reviewed By: This item will be reviewed by the Major Projects Committee on February 9, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: February 9, 2012

Subject: Hunts Lane Grade Separation Project Easement and Joint Use Agreement

- Recommendation:***
1. Authorize Staff to proceed directly to Board without prior Policy Committee review with a joint use of easement agreement with the City of Colton and Southern California Edison (SCE) if agreement is required.
 2. Authorize anticipated assignment of easements to SCE and the City of Colton within parcels APN 164-391-25, 164-391-01, and 164-391-24 to go directly to Board without prior committee approval.

Background: SANBAG has been working with the Cities of Colton and San Bernardino as well as the utility companies on the Hunts Lane Grade Separation Project for a number of years. SANBAG has been working with SCE specifically over the last 3 years related to providing easements to accommodate their relocated transmission and distribution facilities. Over the last several months, several new requirements have surfaced which have required some additional right of way actions. SCE attorney and SANBAG Counsel are working on finalizing the documents within the next two weeks or so. Since these items may not be available by the date of committee meetings, this agenda allows these two items to go directly to Board for consideration.

The relocation of SCE facilities needs to commence as soon as possible so the relocation is complete by May 31, 2012. SCE does not allow the shutdown of

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Approved

Major Projects Committee

Date: February 9, 2012

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.

MPC1202f-das

their transmission lines during the hot summer months, therefore construction of the SCE facilities needs to be completed by the end of May. Since this work will take 3-4 months to complete, it is imperative that SCE start field construction work immediately. SCE is working with SANBAG to proceed on their relocation work with the understanding that SANBAG will expedite the approval of the required documents.

Recommendation 1: A new joint use agreement is anticipated to be required between the City of San Bernardino, SCE and SANBAG for the relocated SCE facilities within the jurisdiction of the City of San Bernardino. Staff and Counsel are currently working with SCE staff to develop the required language and exhibits for this agreement. Due to the extremely tight time constraints, this recommendation is to allow this final agreement to go directly to a future Board meeting without prior committee approval.

Recommendation 2: As part of ongoing discussions with SCE and the assignment of required rights, staff anticipates that easements will need to be assigned directly to SCE and the City of Colton within three parcels currently owned by the Commission in fee. Staff and Counsel are currently working with SCE staff to work out the required language for these easements. To facilitate a tight delivery schedule, staff recommends approval of allowing this item to go directly to a future Board meeting without prior committee approval.

- Financial Impact:*** This item is consistent with the adopted Fiscal Year 2011/2012 budget, Task No. 87012000. There is no cost impact to SANBAG as a result of these agreements.
- Reviewed By:*** This item will be reviewed by the Major Projects Committee on February 9, 2012. SANBAG Legal Counsel and Contracts Manager are reviewing these items.
- Responsible Staff:*** Garry Cohoe, Director of Project Delivery



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: February 9, 2012

Subject: South Milliken Avenue and Union Pacific Railroad Los Angeles Line Railroad Grade Separation in the City of Ontario

Recommendation:* Approve Amendment No. 1 to Project Funding Agreement No. C10093 with the City of Ontario for Plans, Specifications, and Estimates (PS&E) Services for the Rail-Highway Grade Separation Project at S. Milliken Avenue for an increase of \$440,000 and a revised not-to-exceed SANBAG contribution of \$3,796,000, and for a new expiration date of 6/30/2013 to comply with SANBAG's Contracting and Procurement Policy 11000.

Background: **This is an amendment to an existing agreement.** Milliken Avenue is a north/south corridor east of the Ontario Airport, between State Route 60 and Interstate 10. This corridor carries an estimated 19,500 vehicles per day, including heavy trucks. Separating the existing at-grade Union Pacific railroad crossing at the South Milliken Avenue location just north of Mission Boulevard increases travel reliability for both the community and truck traffic; improves air quality by decreasing vehicle stacking and idling time; eliminates potential conflicts between vehicular and train traffic; and eliminates gate down time.

*

	<p><i>Approved</i> <i>Major Projects Committee</i></p> <p>Date: <u>February 9, 2012</u></p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MPC1202b-ks
 Attachment: C10093-01

In June 2010, The Board approved Project Funding Agreement No. C10093 with the City of Ontario for the Plans, Specifications and Estimate (PS&E) Services for the S. Milliken Avenue Grade Separation Project. C10093 defined the roles and responsibilities of the two parties in developing and funding the PS&E phase of the Project. The City of Ontario accepted the lead role and hired a consultant firm to prepare the PS&E for the Project. Recently, the City of Ontario staff submitted an amendment request to SANBAG for additional PS&E work needed to evaluate more design alternatives.

During the 35% PS&E plan check, an alternate rail-highway grade separation configuration was recommended by the City's constructability reviewer that would potentially decrease overall construction cost and also provide favorable intersection operations. SANBAG Staff believes the alternate configuration is worthy of further evaluation because of these reasons, and supports the City of Ontario's request for an amendment to provide additional funds to enable the city's consultant, Moffatt & Nichol, to complete the alternative grade separation configuration. The additional PS&E work is described in more detail in Attachment A-1 of the subject Amendment C10093-01.

The table below summarizes the current project schedule:

Environmental Approved	June 15, 2010
Design Approved & R/W Certified	December 2012
Start Construction	June 2013
End Construction	June 2015

The cost of the additional PS&E work for the S. Milliken Avenue Grade Separation Project is estimated at \$550,000. Per Funding Agreement C10093, SANBAG's share is 80% of the total cost, and the City of Ontario's share is 20%. Accordingly, with the subject Amendment C10093-01, SANBAG's share will increase by \$440,000 for a revised total contribution of \$3,796,000. The City of Ontario's share will increase by \$110,000 for a revised total contribution of \$949,000. These amounts do not include any costs for providing Design support services during construction. As such, staff anticipates to bring to the SANBAG Board a request for another amendment in the next year or so, to cover the cost of Design support services during construction.

The original Funding Agreement C10093 had no term limit, which is inconsistent with SANBAG's Contracting and Procurement Policy 11000. Therefore, to comply with SANBAG's Contracting and Procurement

Policy 11000, the subject Amendment C10093-01 will set a new expiration date for the Agreement of June 30, 2013.

Staff is recommending approval of Amendment No.1 to Project Funding Agreement C10093 with the City of Ontario for the S. Milliken Avenue Grade Separation project in the City of Ontario.

Financial Impact: This item is consistent with the adopted 2011/2012 Fiscal Year Budget. Funding for this contract is provided under Task 87612000. The funding source is: MSI 2010 – Valley Major Street.

Reviewed By: This item will be reviewed by the Major Projects Committee on February 9, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 10093 Amendment No. 1

By and Between

San Bernardino Associated Governments (SANBAG) and City of Ontario

Contract Description Project Funding Agreement for the Plans, Specifications & Estimate (PS&E) for the S. Milliken Avenue Grade Separation.

Board of Director's Meeting Date: March 7, 2012	
Overview of BOD Action: Approve Amendment No. 1 to Agreement C10093	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	3,356,000	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	3,356,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 0
Current Amendment Amount	\$	440,000	Contingency Amendment
			\$ 0
TOTAL CONTRACT VALUE	\$	3,796,000	TOTAL CONTINGENCY VALUE
			\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 3,796,000

Contract Start Date 6/2/2010	Current Contract Expiration Date No Term Limit	Revised Contract Expiration Date 6/30/2013
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Original Contract had no term limit. New expiration date is consistent with SANBAG's Contracting and Procurement Policy 11000.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>87612000</u>	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? MSI 2010-Valley Major Streets	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Project is funded with City of Ontario Local Funds and MSI 2010-Valley Major Streets	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % ____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal ____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal ____ %	

 _____ Task Manager Signature	 _____ Project Manager Signature
1-27-12 Date	1-26-12 Date
 _____ Chief Financial Officer Signature	 _____ Contracts Manager Signature
1/31/12 Date	Date

**AMENDMENT NO. 1 TO
PROJECT FUNDING AGREEMENT NO. C10093**

BETWEEN

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AND
THE CITY OF ONTARIO**

FOR

**Plans, Specifications & Estimates (PS&E) Services for a
Rail-Highway Grade Separation Project at S. Milliken Avenue and Union Pacific Railroad Los
Angeles Line in the City of Ontario**

This Amendment No. 1 to Project Funding Agreement C10093 (hereinafter referred to as "AMENDMENT NO. 1") is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG"); and the City of Ontario (hereinafter referred to as "CITY"), as of the Effective Date of this AMENDMENT NO. 1 as defined herein.

WITNESSETH:

WHEREAS, SANBAG and CITY previously executed that certain Project Funding Agreement No. C10093 (hereinafter referred to as "AGREEMENT") on June 2, 2010 to jointly fund the Plans, Specifications and Estimate (PS&E) Services for the S. Milliken Avenue and Union Pacific Railroad Los Angeles Line Grade Separation (hereinafter referred to as "PROJECT"); and

WHEREAS, the estimated cost of PROJECT has increased by \$550,000 due to necessary additional PS&E services described in Attachment "A-1" attached hereto and incorporated herein by this reference; and

WHEREAS, SANBAG's share of the cost of the PROJECT is 80% per the provisions of AGREEMENT, which would result in an increase in SANBAG's share by \$440,000 and result in a total SANBAG contribution of \$3,796,000; and

WHEREAS, Section I, Article 1 of the AGREEMENT specifies that SANBAG's share of the cost of the PROJECT shall not exceed \$3,356,000 unless SANBAG and CITY execute an amendment to the AGREEMENT; and

WHEREAS, SANBAG and CITY agree to amend the AGREEMENT by this AMENDMENT NO. 1 to include the additional PS&E services needed for the PROJECT, as identified in Attachment "A-1" to this AMENDMENT NO. 1; and

WHEREAS, Section III, Article 5 of AGREEMENT specifies an indefinite term for the AGREEMENT, which is inconsistent with SANBAG's Contracting and Procurement Policy 11000; and

WHEREAS, SANBAG and CITY agree to amend the AGREEMENT by this AMENDMENT NO. 1 to include a definite term for the AGREEMENT.

NOW, THEREFORE, IT IS MUTUALLY AGREED to amend the AGREEMENT by this AMENDMENT NO. 1 as follows:

1. Delete the second sentence of SECTION 1, Article 1 of the AGREEMENT in its entirety and replace with the following:

“Said reimbursement amount shall not exceed \$3,796,000, which represents 80% of the revised estimated cost for the PROJECT as stated in Attachment A.”
2. Delete the first sentence of SECTION III, Article 5 of the AGREEMENT in its entirety and replace with the following:

“This AGREEMENT shall terminate on June 30, 2013, or upon reimbursement of all eligible costs by SANBAG, unless otherwise terminated pursuant to this AGREEMENT or extended by mutual written consent of SANBAG and CITY”.
3. Exhibit “A” of the AGREEMENT is hereby replaced and superseded by Exhibit “A-1” of this AMENDMENT NO. 1. All references in the AGREEMENT to Exhibit “A” shall hereinafter mean Exhibit “A-1” of this AMENDMENT NO. 1.
4. Except as amended by this AMENDMENT NO. 1, all other provisions of AGREEMENT shall remain in full force and effect.
5. The Effective Date of this AMENDMENT NO. 1 to AGREEMENT is the date it is approved and signed by both SANBAG and CITY.
6. The Recitals are incorporated into the body of this AMENDMENT NO. 1 to the AGREEMENT.

[Signatures on Following Page – Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, this Amendment No.1 has been executed by the Parties as of the Effective Date.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

CITY OF ONTARIO

By: _____
Larry McCallon, President
SANBAG Board of Directors

By: _____
Chris Hughes
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Penny Alexander-Kelley
General Counsel

By: _____
John Brown
City Attorney

Date: _____

Date: _____

CONCURRENCE BY:

By: _____
Kathleen Murphy-Perez
Contracts Manager

ATTACHMENT A-1

South Milliken Grade Separation

Project Scope and Cost

Proposed Project Work:

Preparation of Plans, Specifications and Estimates (PS&E) for the rail-highway grade separation at S. Milliken Avenue and the Union Pacific Railroad Los Angeles Line in the City of Ontario.

Additional PS&E Services:

During the 35% PS&E check, an alternate rail-highway grade separation configuration was recommended by CITY's constructability reviewer that would potentially decrease overall construction cost and also provide favorable intersection operations. Staff believes the alternate configuration is worthy of further evaluation and is requesting additional funds to have Moffatt & Nichol (CITY's Consultant) compare it with the current design. Funds will also be used to bring the plans to a 35% level of design that employs recommended structural cost saving strategies. **Following is a list of the additional PS&E Services which resulted in an estimated increase in cost of \$550,000:**

1. **Various Exhibits & Graphics & Initial Evaluation of SPI:** Prepare various exhibits and graphics to formulate consensus with stakeholders on a number of issues ranging from utility disposition, property access and initial evaluation of a SPI (Single Point Interchange). Exhibits and graphics include: area tabulation Exhibit Cam Guard Parcel – City Planning and Public Works Department usage; several utility corridor exhibits; pathway exhibit for Mission to Milliken connectivity; exhibits (truck turning & staging) to support FULL closure of Milliken; numerous ingress/egress and traffic routing exhibits for SE & SW parcels to reach consensus; preparation of a variety of cost estimates associated with the exhibits/graphics; exhibit for Fuel line disposition; Right-of-Way matrix. Apply truck turning templates and refine the preliminary geometry of the SPI concept provided by others in order to determine a rough order of magnitude cost and the proper footprint of the overhead (bridge) structure. This exercise is vital in evaluating the viability of an SPI alternative and to reach a determination if further study and analysis would be required in order to reach a decision on the most feasible intersection alternative - SPI vs. Median Ramp. **(Estimated Cost of this additional PS&E Work is: \$45,612).**
2. **Traffic Analysis:** Perform a traffic analysis, LOS and queuing analysis using the General Plan volumes for both the SPI and Median Ramp alternatives and the decision to reduce Mission Blvd. from 6 lanes to 4 lanes. Also perform a signal warrant study for the Cornerstone Drive / Mission Blvd. intersection. **(Estimated Cost of this additional PS&E Work is: \$17,400).**
3. **Median Ramp Vs SPI Feasibility Analysis:** Prepare geometric layouts based upon the lane configuration and geometry determined in the above traffic modeling, for both the SPI and Median Ramp Intersection Alternatives. Prepare cost estimates and a recommendation for the preferred alternative (SPI vs Median Ramp) to advance to a 35 % Re-design effort. **(Estimated Cost of this additional PS&E Work is: \$50,000).**

4. IEUA Sewer Re-Alignment: Design a re-routing of the IEUA 27" sewer line within the NW parcel (American Re-cycle property). The re-route will commence near the intersection of Philadelphia / Milliken and traverse westerly and southerly within the proposed utility corridor which contains the City of Ontario relocated sewer and water mains. Approximate length of the IEUA 27" sewer re-routing is 300 feet. **(Estimated Cost of this additional PS&E Work is: \$7,044).**
5. Traffic Signals: Prepare traffic signal plan and obtain electric point of service for a new signal at Mission Blvd. and Cornerstone Dr. Prepare signing and striping plan from Cornerstone Dr. to approximately 800' east, including any necessary transition to join the existing striping. Respond to plan review comments at the 65 % and 100 % submittals and advance the above plans to final approval. **(Estimated Cost of this additional PS&E Work is: \$12,502).**
6. Private Property Improvement: Additional effort and support to reach consensus with property owners on driveway access and the extent and limits of private property improvements. Respond to plan review comments at the 65 % and 100 % submittals and advance the above plans to final approval. **(Estimated Cost of this additional PS&E Work is: \$25,858).**
7. "U" Turn Mission Blvd (East of I-15): Prepare a combined street improvement / grading plan to construct an eastbound (EB) left / "U" turn pocket within the existing median island of Mission Blvd. just east of I-15. The "U" turn will be located opposite an existing westbound left turn pocket. It is assumed that drainage will be handled by normal street paving and existing curb and gutter drainage and extension of drainage facilities (storm drain pipes and curb inlets) and preparation of a drainage report are not included. **(Estimated Cost of this additional PS&E Work is: \$14,596).**
8. Roadway / Drainage / Grading Plans/ Sewer and Water Re-Design: Prepare construction drawings to depict the NEW Median Ramp intersection geometry and lane configuration and the associated reduction from 6 lanes to 4 lanes on Mission Blvd. The following is a listing of the various drawing categories and their respective status to achieve a 35 % re-design level of completion. **(Estimated Cost of this additional PS&E Work is: \$153,036).**
9. Structures / Wall Plans Re-Design: Due to the geometric reconfiguration of the Milliken Ave. / Mission Blvd. Intersection and lane reductions on Mission Blvd. the structural type selection and 35 % Re-Design for both the over crossing structure (bridge) and retaining walls require a complete re-do effort. This analysis includes performing type selection for the retaining walls based on the revised project geometry. Feasibility, pros, cons and costs will be compared for both Mechanically Stabilized Embankment (MSE) and cast-in-place, cantilever (Caltrans Type 1) retaining walls. Retaining wall general plan, layout and foundation plans will be prepared as well as respective cost estimates. **(Estimated Cost of this additional PS&E Work is: \$167,186).**
10. Traffic Signals / Lighting, Signing, Striping and Detour Plans Re-Design: The following previously prepared 35 % traffic related plans will be re- designed to be compatible with the new project alignment and intersection geometry: Traffic Signal Plans, Signal Interconnect Plans, Detour Plans, Signing and Striping Plans, and Street Lighting Plans. **(Estimated Cost of this additional PS&E Work is: \$45,588).**

11. Drainage Report: The previously submitted Drainage Report will be revised and associated graphics updated to be compatible with the new project geometry. **(Estimated Cost of this additional PS&E Work is: \$6,672).**

12. Cost Estimate: Prepare a quantity take off and updated estimate of the new 35% Re-Design submittal including the new scope items listed above. **(Estimated Cost of this additional PS&E Work is: \$4,506).**

Revised Summary of Project PS&E Costs:

Original Estimated Cost for PS&E Services	\$4,195,000
SANBAG's Original Share (80%)	\$3,356,000
CITY's Original Share (20%)	\$839,000
 <u>Additional Services Per This Amendment:</u>	 <u>\$550,000</u>
 <u>Revised Estimated Cost for PS&E Services:</u>	 <u>\$4,745,000</u>
 <u>SANBAG's Revised Share (80%):</u>	 <u>\$3,796,000</u>
 <u>CITY's Revised Share (20%):</u>	 <u>\$949,000</u>



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: February 9, 2012

Subject: Board Resolution RES12-006 for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project

Recommendation:* Approve Resolution RES12-006 to indemnify the California Department of Transportation (Caltrans) for liabilities associated with the Right-of-Way (ROW) Certification for the I-215 Bi-County HOV Gap Closure Project.

Background: In February 2009, the Board authorized staff to start project development activities for the I-215 Bi-County HOV Gap Closure Project. The Project involves the construction of approximately 7.5 miles of HOV lanes between the 60/91/215 Interchange in the City of Riverside, and Orange Show Road in the City of San Bernardino. The Environmental Document for the Project was approved in April 2011, which cleared the way for the ROW acquisition process to proceed. The Project requires the acquisition of partial takes, permanent easements, and temporary construction easements, mainly for the construction of retaining and sound walls.

In March 2011, the Board approved ROW Cooperative Agreement C11090 with Caltrans for the ROW phase of the Project. Under Agreement C11090, SANBAG is responsible for funding the ROW phase of the Project and for

*

Approved
Major Projects Committee

Date: February 9, 2012

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.

mpc1202d-ks

Attachment: RES12-006

issuing the ROW Certification. In accordance with Chapter 17 “Local Programs Manual” of the Caltrans Right of Way Manual, and as the responsible agency for funding, SANBAG is required to adopt a Resolution indemnifying Caltrans for any liabilities associated with the ROW Certification. Final Caltrans approval of the ROW Certification cannot be obtained without a Board Resolution.

The ROW process is nearing completion and staff anticipates issuing the ROW Certification in March, 2012. Staff is recommending that the Board approve Resolution RES12-006 to provide the required indemnification protection to Caltrans. RES12-006 also authorizes SANBAG’s Director of Project Delivery to execute the ROW Certification for the Project. Issuing the ROW Certification in a timely manner is critical to maintaining the planned construction schedule for the project and not to jeopardize the Congestion Mobility Improvement Account (CMIA) funds that have been programmed for construction. The table below summarizes the current project schedule:

Environmental Approved	April 2011
Design Approved & R/W Certified	March 2012
Start Construction	September 2012
End Construction	May 2015

Financial Impact: This item has no direct impact on the adopted Fiscal Year 2011/2012 budget. Funding is provided under TN 83912000. The funding source is Congestion Mitigation Air Quality, and MSI – 1990 Valley Major Projects.

Reviewed By: This item will be reviewed by the Major Projects Committee on February 9, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the Resolution as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

RESOLUTION NO. 12-006

San Bernardino County Transportation Commission (Commission) agrees to indemnify, defend, and hold harmless the Department of Transportation (Caltrans) from any and all liabilities which may result in the event the right of way for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project is not clear as is certified in the approved project's right-of-way certification document. The Commission shall pay from its own nonmatching funds, any costs which arise out of delays to the construction of the project because utility facilities have not been removed or relocated, or because rights of way have not been made available to the Commission for the orderly performance of the project work.

The Commission hereby authorizes the Director of Project Delivery to execute the Right-of-Way Certification for the I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project, a copy of which is attached to this Resolution, that (1) certifies that all necessary right-of-way has been (or will be) obtained and all utility companies that need to relocate their facilities have been notified and (2) contains the indemnification adopted by this Resolution.

PASSED AND ADOPTED by the Board of the San Bernardino County Transportation Commission, State of California.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Date:

DRAFT - February 2, 2012

San Bernardino Associated Governments (SANBAG)

Dist.-Co.-Rte.-KP/PM
 EA (Design Phase No.:
 Const. Fed-Aid No.:
 Right of Way Fed-Aid No.:

08-SBD/RIV-215PM
 OM940 PROJ. #0800000506

COUNTIES OF SAN BERNARDINO AND RIVERSIDE

From: DEPARTMENT OF TRANSPORTATION - DISTRICT 8

Subject: Right of Way Certification No. 3W for the I-215 Bi-County HOV GAP Project, which will add HOV lanes in each direction of the I-215, between the 91/60/215 Interchange and Orange Show Road in the counties of Riverside and San Bernardino.

1. STATUS OF REQUIRED RIGHT OF WAY: Right of way (has been) acquired in accordance with applicable policy and procedure covering the acquisition of real property. State (has) legal and physical possession and right to enter on all land as follows:

A. Total number of parcels required.

33

1. Parcels acquired (escrow closed or Final Order of Condemnation recorded)*

18

Parcel No.	Owner	Effective Date	Date Funds Made Available to Owner	Escrow Closing Date
21983	SCE	2/29/12 T	2/29/12	2/29/12 T
21985	Minardi	2/15/12	2/29/12	2/29/12 T
21986	SCE	2/15/12	2/29/12	2/29/12 T
21989	Terrace U.S.D.	2/15/12	2/29/12	2/29/12 T
21990	Capiendo	2/15/12	2/29/12	2/29/12 T
21992	Katuls	2/29/12 T	2/29/12	2/29/12 T
21993	Vaughn	2/29/12 T	2/29/12	2/29/12 T
21994	Romero	2/15/12	2/29/12	2/29/12 T
21997	Lugo	2/15/12	2/29/12	2/29/12 T
21998	Gutierrez	2/15/12	2/29/12	2/29/12 T
22000	Lindsley	2/15/12	2/29/12	2/29/12 T
22002	JSP Grand Royal	2/29/12 T	2/29/12	2/29/12 T
22004	SCE	2/29/12 T	2/29/12	2/29/12 T
22383	Witt	2/15/12	2/29/12	2/29/12 T
22392	City of Riverside	2/29/12 T	2/29/12	2/29/12 T
22398	SCE	2/29/12 T	2/29/12	2/29/12 T
22419	Bailey	2/29/12 T	2/29/12	2/29/12 T
22424	KBS	2/15/12	2/29/12	2/29/12 T

**The information noted will be changing on a day to day basis.*

2. Parcels covered by Order of Possession.

0

3. Parcel covered by Possession and Use Agreement (P & U).

4

Parcel No.	Owner	Effective Date	Date Funds Made Available to Owner	Possession Date	Date Property Avail. To Contractor
21980	Pac West	3/1/12	2/29/12	2/29/12	8/1/12
21982	City of Grand Terrace	3/1/12	2/29/12	2/29/12	8/1/12
22003	Skerrett Revoc	3/1/12	2/29/12	2/29/12	8/1/12
22396	City of Colton	3/1/12	2/29/12	2/29/12	8/1/12

4. Parcel covered by a Right of Entry executed prior to appraisal.

0

5. Parcels covered by Resolution of Necessity only.

0

(Used only rarely in a Cert No. 3 situation where the project must be advertised, the Resolution of Necessity has been approved by the CTC, but the Order for Possession has not yet been served.)

6. Parcels covered by other acquisition documents as follows:

11

Parcel No.	Owner	Effective Date (actual signing date)	Date Funds Made Avail. to Owner	Possession Date	Date Property Avail. To Contractor
21932	Wilbro		2/29/12	2/29/12	3/15/12
21981	City of Riv.		2/29/12	2/29/12	3/15/12
21984	SBFCD		2/29/12	2/29/12	3/15/12
22387	Riverside Water Dept.		2/29/12	2/29/12	3/15/12
22397	Lamar		2/29/12	2/29/12	3/15/12
22472	LVS Trading		2/29/12	2/29/12	3/15/12
22473	Harris Living		2/29/12	2/29/12	3/15/12
22062	Ashley		2/29/12	2/29/12	3/15/12

RAILROAD PARCELS

Parcel No.	Owner	Effective Date (actual signing date)	Date Funds Made Avail. to Owner	Possession Date	Date Property Avail. To Contractor upon 48 hr notice
22390	So. Pac. Trans. (UP)		2/29/12	2/29/12	upon 48 hr notice
22064	So. Pac. Trans. (UP)		2/29/12	2/29/12	upon 48 hr notice
22391	AT & SF (BNSF)		2/29/12	2/29/12	upon 48 hr notice

Explanation: See #2 (Status of Affected Railroad Operating Facilities) below.

Escrow has not yet closed, however physical possession of necessary right of way was granted by the Owner and stipulated by the "Possession and Use" clause in the executed Purchase and Sale Agreement.

B. Construction Permits, etc., required.

KP/PM	Owner	Type Document	Effective Date	Expiration Date
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2. STATUS OF AFFECTED RAILROAD OPERATING FACILITIES:

Parcel No.	Owner	Amount	Type	Date Offer Made	Acceptance	Possession Date/ Effective Date
22064	UP	\$31,000.00	Aerial Easmt	12/5/2011	Pending	
22390	UP	\$51,500.00	Fee/TCE/Easmt	12/9/2011	2/1/12 via email	
22391	BNSF	\$609,000.00	TCE	11/15/2011	_____ via email	

C & M Agreements:

Agreement No.	Railroad	Status	Anticipated Approval Date
	UP	Pending	
	BNSF	Pending (Circ for Rev wk of 2/6/12)	

CPUC Applications:

Application No.	Railroad	Submission Date to CPUC	Application Type	Approval/Decision Date by CPUC
	UP		Gen Order 88B	
	BNSF		Gen Order 88B	

3. MATERIAL/DISPOSAL SITE(S):

None required.

4. STATUS OF REQUIRED UTILITY RELOCATIONS:

The SANBAG consultant (Overland, Pacific & Cutler Inc.) has contacted all known owners of the utility facilities where adjustments or protection of their facilities may be necessary and are provided in the table below.

All necessary arrangements will be made for the completion of all utilities required to be coordinated with project construction. Arrangements will be made with the owners of all utility encroachments which will remain within the right of way of the project so that adequate control of the right of way will be achieved.

Utility notices have been issued.

Federal approvals have been obtained.

The following utilities are located within the project rights of way, but require no relocation:

Company	Type/Facility
Verizon Business - MCI	Underground Fiber Optic
RPU - Water	Underground Water Lines
Charter Communications	Overhead Fiber Optic
Time Warner Telecom	Overhead Fiber Optic
Department of Water Resources	9' water line

The following utilities are in conflict with the project and require relocation as follows:

Right of Way			Liability (Owner/Project)	Type of Facility	Relocation Schedule
Notice No.	Notice Date	Company			Date/Concurrent w/ Construction/Bid Item
22457	2/24/12	Southern CA Edison (Trans)	Project	Overhead Trans. Fac.	July 2012
22456	2/24/12	Southern CA Edison (Dist)	50%/50%	Overhead Dist. Fac.	July 2012
22645	2/24/12	Southern CA Edison (Comm)	Project	Overhead Comm. Fac.	July 2012
22469	2/24/12	Verizon	Owner	Copper Underground	June 2012
TBD	2/24/12	Verizon Wireless	Owner	Overhead Fiber Optic	July 2012
22468	2/17/12	Sprint	Project	Underground Fiber Optic	Concurrent
22470	2/10/12	Riverside Highland Water	Project	10" Water	July 2012
22669	2/10/12	Time Warner Cable	Owner	Overhead Fiber Optic	June 2012
22460	2/10/12	Southern CA Gas (Dist)	50%/50%	Underground Gas	May 2012
22462	2/10/12	City of Colton (Electric)	Project	Overhead 12kv	June 2012
22463	2/10/12	City of Colton (Water)	Project	FH & Water Meter	Concurrent
22459	2/17/12	AT & T (Trans Fiber)	Project	Underground Fiber Optic	Concurrent
22458	2/17/12	AT & T (Dist)	50%/50%	Copper Underground	May 2012
22464	1/31/12	City of Colton (Sewer)	Project	8" Line w/ MH	April 2012
22465	2/10/12	Riv. Public Util. (Electric)	Project	Overhead Trans. /Dist.	June 2012
22471	2/24/12	Sierra Holding Co. (Water)	Owner	14" Water	Concurrent
22467	1/31/12	Kinder Morgan (Petroleum)	Project	24" Petroleum	July 2012

5. RIGHT OF WAY CLEARANCE:

All necessary arrangements have been made for remaining right of way clearance work to be undertaken and completed as required for proper coordination with the construction schedule as follows:

Parcel No.	KP/PM	Description	Salvable/Non Salv.	Method of Disposal	Date Site Available to Const. Contractor
21932		Wilbro (Clear Channel)		Removed by sign company	8/1/12 T
22062		Ashley Furn.(Lamar Advertising)		Removed by sign company	8/1/12 T
22397		City of Colton (Lamar Advertising)	Salvable	Removed by sign company	8/1/12 T

6. AIRSPACE AGREEMENTS:

There are no airspace lease properties within the limits of this project.

7. COMPLIANCE WITH RELOCATION ASSISTANCE PROGRAM REQUIREMENTS:

Compliance was not required as there were no displacements for this project.

8. COOPERATIVE AGREEMENTS (Optional Entry):

None required.

(OR)

Agency Agreement No.

9. ENVIRONMENTAL MITIGATION:

No environmental mitigation parcels are required for this project.

(OR)

All environmental mitigation parcels on the project have been acquired.

(OR)

Acquisition of environmental mitigation parcels is ongoing. (Explanation)

10. CERTIFICATION

"I hereby certify the right of way on this project as conforming to 23 CFR 635.309(C)(3). The project may be advertised at any time. Approvals are attached for the work-around. Appropriate notification has been included in the Bid Documents. An updated Certification No. 3W will be provided by 7/1/12."

SANBAG agrees to indemnify, defend, and hold harmless the Department of Transportation (Caltrans) from any and all liability which may result in the event the right of way for this project is not clear as certified. SANBAG shall pay, from its own nonmatching funds, any costs which arise out of delays to the construction of the project because utility facilities have not been removed or relocated, or because rights of way have not been made available to SANBAG for the orderly performance of the project work.

Recommended for Approval:
OVERLAND, PACIFIC & CUTLER, INC.

NOTE:
Must be signed by person authorized by resolution of City or County Board

Joey Mendoza, Principal
Authorized Right of Way Representative

Date

Recommended for Approval:
STATE OF CALIFORNIA (CALTRANS)

Authorized Right of Way Representative

Date

Approved By:
SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)

By: _____

Title: _____

Date: _____



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: February 9, 2012

Subject: Interstate 215 (I-215)/Barton Road Interchange, Plans, Specifications, & Estimates (PS&E) Phase

Recommendation:* Direct staff to negotiate with the California Department of Transportation (Caltrans) to discuss the potential of having Caltrans undertake all tasks associated with the preparation of the Plans Specifications and Estimate (PS&E) on the I-215/Barton Road Interchange project.

Background: The purpose of the I-215/Barton Road Interchange project is to reconstruct and improve the interchange in order to improve operation, increase capacity, and reduce congestion at the interchange and the facilities served by the interchange.

In December 2007, SANBAG Board approved Cooperative Agreement No. 08-099 with Caltrans for the Project Approval & Environmental Document (PA&ED) phase of the project. Agreement 08-099 defined the roles and responsibilities of Caltrans and SANBAG relative to the development and funding of the PA&ED phase of the project. SANBAG agreed to take the lead role and to fund 100% of the PA&ED cost, and Caltrans agreed to provide Independent Quality Assurance (IQA) and technical oversight at no charge to SANBAG.

*

	<p><i>Approved</i> Major Projects Committee</p> <p>Date: <u>February 9, 2012</u></p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.

The PA&ED phase is nearing completion and staff anticipates PA&ED approval by August 2012. Accordingly, staff would like to proceed with the necessary steps to initiate work on the PS&E phase in order to maintain the current project schedule that was included in the SANBAG 10-Year Delivery Plan. The table below summarizes the current project schedule:

Environmental Approved	August 2012
Design Approved & R/W Certified	December 2013
Start Construction	January 2014
End Construction	January 2017

Staff is seeking direction from the Board before commencing negotiations with Caltrans for the potential of having Caltrans undertake all tasks associated with the preparation of the PS&E. Staff sees the benefits and the feasibility of this approach and believes that with Caltrans possibly performing all PS&E work, we would be able to:

- Start the PS&E 2-3 months sooner than we would normally do under the SANBAG Contracting and Procurement Policy 11000, by eliminating the need for issuing a Request For Proposals (RFP), evaluating proposals, shortlisting, and interviews.
- Save time on Caltrans approvals/reviews of technical documents, plans, reports, and submittals. With Caltrans possibly doing the work in-house, the Caltrans review process and Internal Quality Assurance (IQA) would be shorter.
- Benefit from the lessons learned from working with Caltrans on the I-215/Bi-County High Occupancy Vehicle (HOV) project. Caltrans has identified the same Design team that has just completed PS&E for the I-215/Bi-County HOV project as available and ready to work with SANBAG on the preparation of the PS&E for the I-215/Barton Road Interchange Project.
- Start work on the PS&E phase concurrently with the PA&ED phase as opposed to waiting until after the PA&ED is approved in August 2012. Caltrans would more likely allow this procedure when the PS&E work is being done in-house by Caltrans.
- Strengthen SANBAG's working relationship and cooperation with Caltrans.

For the reasons mentioned above, and to enable timely commencement of the PS&E work on the I-215/Barton Road Interchange project, staff is recommending that the Board direct staff to enter into negotiations with Caltrans for the potential of having Caltrans undertake all tasks associated with the preparation of the PS&E. Staff will report back to the Board in the coming months and will seek further approval and authorization for any and all future agreements on this project.

Financial Impact: This item has no direct impact on the adopted 2011/2012 Fiscal Year Budget. Financial commitments by SANBAG on the PS&E work will be covered under future agreements.

Reviewed By: This item will be reviewed by the Major Projects Committee on February 9, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery

In December 2011, the Board authorized staff to release Request for Proposals (RFP) 12137 to procure the services of a professional firm to prepare the Project Report and Environmental Document for the Project. The RFP was advertised on December 9, 2011 and a consultant is anticipated to be selected by mid February 2012. The next step in the process requires the execution of a Cooperative Agreement with Caltrans for the PA&ED phase of the Project to enable Caltrans to provide the necessary Independent Quality Assurance (IQA) and technical oversight.

The subject Agreement C12148 outlines the terms and conditions of cooperation between SANBAG and Caltrans to complete the PA&ED for the Project. SANBAG will be the lead agency for the PA&ED phase of the Project and will be responsible for all costs associated with completing all engineering and environmental work required to obtain PA&ED approval. Caltrans will provide all necessary IQA and technical oversight at no charge to SANBAG.

Staff is recommending that the Board approve Cooperative Agreement C 12148 with Caltrans for the PA&ED phase of the Project. Execution of this agreement would insure timely commencement of the PA&ED phase, which is consistent with the 10-Year Delivery Plan that was adopted by the Board in January 2012. The table below summarizes the current project schedule:

Environmental Approved	June 2014
Design Approved & R/W Certified	June 2016
Start Construction	July 2016
End Construction	July 2019

Financial Impact: This item has no direct impact on the adopted fiscal year 2011/2012 budget. SANBAG's cost for completing all engineering and environmental work required to obtain PA&ED approval will be included in a future contract that will be presented to the Board once a consultant is selected under RFP 12137. Caltrans is providing IQA at no cost to SANBAG.

Reviewed By: This item will be reviewed by the Major Project Committee on February 9, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the draft Agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery.



CONTRACT SUMMARY SHEET

Contract No. C 12148 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and California Department of Transportation
(Caltrans)

Contract Description Cooperative Agreement for the Preliminary Engineering & Environmental Document for the SR-210 Lane Addition Project.

Board of Director's Meeting Date: February 1, 2012	
Overview of BOD Action: Approve Cooperative Agreement C12148	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	0	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	0	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	0	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 0

Contract Start Date March 7, 2012	Current Contract Expiration Date December 31, 2014	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>88712000</u>				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? MSI 2010 - Valley Freeway Projects				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: MSI 2010 – Valley Freeway Projects. Under this contract, Caltrans is providing oversight at no charge to SANBAG.				
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable				

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %	

 _____ Task Manager Signature	1-27-12 _____ Date	 _____ Project Manager Signature	1-26-12 _____ Date
 _____ Chief Financial Officer Signature	1/31/12 _____ Date	 _____ Contracts Manager Signature	_____ Date

MM
1/31/12

COOPERATIVE AGREEMENT

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

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

For the purpose of this agreement, the term PARTNERS collectively refers to CALTRANS and SANBAG (all signatory parties to this agreement). The term PARTNER refers to any one of those signatory parties individually.

RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.
2. This agreement outlines the terms and conditions of cooperation between PARTNERS to complete the Project Approval and Environmental Document to add one mixed flow lane in each direction, construct auxiliary lanes between Baseline and 5th Street, add acceleration lane at the 5th Street southbound on-ramp, and widen bridges on State Routed 210 (SR-210), from Highland Avenue/Arden Avenue to Interstate 10 (I-10).

For the purpose of this agreement, add one mixed flow lane in each direction, add one mixed flow lane in each direction, construct auxiliary lanes between Baseline and 5th Street, add acceleration lane at the 5th Street southbound on-ramp, and widen bridges on SR-210, from Highland Avenue/Arden Avenue to I-10 will be referred to as PROJECT. All responsibilities assigned in this agreement to complete the Project Approval and Environmental Document will be referred to as OBLIGATIONS.

3. There are no prior PROJECT-related cooperative agreements.
4. No PROJECT deliverables have been completed prior to this agreement.
5. The estimated date for OBLIGATION COMPLETION is December 31, 2015.
6. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.

7. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

8. SANBAG is SPONSOR for 100% of PROJECT.
9. *With the exception of environmental documentation, CALTRANS will provide IQA for WORK performed within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS. Per NEPA delegation and CEQA statutes, CALTRANS will perform its Quality Control/Quality Assurance Program (QC/QAP) process review for environmental documentation.*
10. SANBAG may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
11. SANBAG is the only FUNDING PARTNER for this agreement. SANBAG's funding commitment is defined in the FUNDING SUMMARY.
12. CALTRANS is the CEQA lead agency for PROJECT.
13. CALTRANS is the NEPA lead agency for PROJECT.
14. SANBAG is IMPLEMENTING AGENCY for PA&ED.

SCOPE

Scope: General

15. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
16. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
17. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
18. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary licensed, to perform the tasks assigned to them.

19. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in OBLIGATIONS.
20. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
21. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.
22. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

23. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
24. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

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

25. If any PARTNER receives a public records request, pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public records. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
26. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
27. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake or cause to be undertaken HM

MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

28. If HM-1 is found outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SANBAG, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.
29. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
30. 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.
31. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this agreement.
32. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with only a final report for OBLIGATIONS completed in that component.
33. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the 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.
34. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
35. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
36. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS 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 provide billing and payment support.

37. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this agreement.

Applicable Cost Principles and Administration Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	http://www.whitehouse.gov/omb/grants_circulars	
• Code of Federal Regulations:	http://www.gpoaccess.gov/CFR	

38. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.
39. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
40. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA, and SANBAG will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, 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 PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

41. Any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.

42. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.

IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

43. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.

44. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER’s responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

45. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with “N/A” on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: Environmental Permits, Approvals and Agreements

46. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities.

Environmental Permits						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG
401 RWQCB	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG
NPDES SWRCB	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG
FESA Section 7 USFWS	CALTRANS	SANBAG	CALTRANS	SANBAG	CALTRANS	CALTRANS
1602 DFG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG

Scope: Project Approval and Environmental Document (PA&ED)

47. CALTRANS is the CEQA lead agency for PROJECT. CALTRANS will determine the type of environmental documentation required and will cause that documentation to be prepared.
48. Any PARTNER involved in the preparation of CEQA environmental documentation will follow the CALTRANS STANDARDS that apply to the CEQA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser.
49. Pursuant to SAFETEA-LU Section 6004 and/or 6005, CALTRANS is the NEPA lead agency for PROJECT. CALTRANS will assume responsibility for NEPA compliance and will prepare any needed NEPA environmental documentation or will cause that documentation to be prepared.
50. Any PARTNER involved in the preparation of NEPA environmental documentation will follow FHWA STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the Standard Environmental Reference (SER) and the FHWA Environmental Guidebook available at www.fhwa.dot.gov/hep/index.htm.
51. SANBAG will prepare the appropriate CEQA environmental documentation to meet CEQA requirements.
52. SANBAG will prepare the appropriate NEPA environmental documentation to meet NEPA requirements.
53. Any PARTNER preparing any portion of the CEQA environmental 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.
54. Any PARTNER preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
55. SANBAG will prepare, publicize, and circulate all CEQA-related public notices and will submit said notices to the CEQA lead agency for review, comment, and approval prior to publication and circulation.
56. SANBAG will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. SANBAG will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

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

57. The CEQA lead agency will attend all CEQA-related public meetings.
58. SANBAG will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to the CEQA lead agency for review, comment, and approval at least 10 working days prior to the public meeting date.
59. The NEPA lead agency will attend all NEPA-related public meetings.
60. SANBAG will plan, schedule, prepare materials for, and host all NEPA-related public meetings. SANBAG will submit all materials to CALTRANS for CALTRANS' review, comment, and approval at least 10 working days prior to the public meeting date.
61. If a PARTNER who is not the CEQA or NEPA lead agency holds a public meeting about PROJECT, that PARTNER must clearly state its role in PROJECT and the identity of the CEQA and NEPA lead agencies 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 or NEPA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the appropriate lead agency for review, comment, and approval at least 10 working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the appropriate 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. 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.

62. The PARTNER preparing the environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.

COST

Cost: General

63. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.

64. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
65. Independent of PROJECT, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside the existing SHS right of way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
66. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
67. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS COST.
68. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.
69. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.
70. Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
71. Independent of OBLIGATIONS COST, SANBAG will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.

Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its QC/QAP process review for environmental documentation.
72. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
73. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS COST, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.
74. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this agreement.

If SANBAG invoices for rates in excess of DPA rates, SANBAG will fund the cost difference and reimburse CALTRANS for any overpayment.

75. 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 are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.
76. If CALTRANS reimburses SANBAG for any costs later determined to be unallowable, SANBAG will reimburse those funds.
77. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
78. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

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

79. If there are insufficient funds in this agreement to implement 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 PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this agreement.

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

80. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

Cost: Environmental Permits, Approvals and Agreements

81. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is an OBLIGATIONS COST.

Cost: Project Approval and Environmental Document (PA&ED)

82. The cost to prepare, publicize, and circulate all CEQA and NEPA-related public notices is an OBLIGATIONS COST.

83. The cost to plan, schedule, prepare, materials for, and host all CEQA and NEPA-related public hearings is an OBLIGATIONS COST.

SCHEDULE

84. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

85. PARTNERS 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 PARTNER 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 PROJECT is physically located.
86. All OBLIGATIONS of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
87. Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.
88. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS 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 will fully defend, indemnify, and save harmless SANBAG 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 or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.

89. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SANBAG and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SANBAG under this agreement.

It is understood and agreed that SANBAG will fully 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 or assertions of liability

occurring by reason of anything done or omitted to be done by SANBAG and/or its agents under this agreement.

90. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
91. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.
92. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
93. A waiver of a PARTNER's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
94. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
95. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
96. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SANBAG will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

97. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
98. If any provisions in this agreement are deemed 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 PARTNERS will automatically sever those provisions from this agreement.
99. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.
100. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
101. PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
102. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.
103. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.

DEFINITIONS

CALTRANS – The California Department of Transportation

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this agreement and in all amendments to this agreement.

COST – The responsibility for cost responsibilities in this agreement can take one of three assignments:

- **OBLIGATIONS COST** – A cost associated with fulfilling OBLIGATIONS that will be funded as part of this agreement. The responsibility is defined by the funding commitments in this agreement.
- **PROJECT COST** – A cost associated with PROJECT that can be funded outside of OBLIGATIONS. A PROJECT COST may not necessarily be part of this agreement. This responsibility is defined by the PARTNERS' funding commitments at the time the cost is incurred.
- **PARTNER COST** – A cost that is the responsibility of a specific PARTNER, independent of PROJECT.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

FUNDING SUMMARY – The table that designates an agreement's funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are "not-to-exceed" amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – 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 PROJECT or not.

HM-2 – 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 PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – Ensuring that IMPLEMENTING AGENCY’s quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA (National Environmental Policy Act of 1969) – The federal act that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this agreement, and all amendments to this agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS – All responsibilities included in this agreement.

OBLIGATIONS COST – See COST.

OMB (Office of Management and Budget) – The federal office that oversees preparation of the federal budget and supervises its administration in Executive Branch agencies.

PA&ED (Project Approval and Environmental Document) – See PROJECT COMPONENT.

PARTNER – Any individual signatory party to this agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER’s individual actions legally bind the other partners.

PROJECT – The undertaking to add one mixed flow lane in each direction, add one mixed flow lane in each direction, construct auxiliary lanes between Baseline and 5th Street, add acceleration lane at the 5th Street southbound on-ramp, and widen bridges on SR-210, from Highland Avenue/Arden Avenue to I-10.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.

- **R/W (Right of Way) SUPPORT** –The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT COST – See COST.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project’s execution and control throughout that project’s lifecycle.

QMP (Quality Management Plan) – An integral part of the Project Management Plan that describes IMPLEMENTING AGENCY’s quality policy and how it will be used.

SAFETEA-LU – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

SCOPE SUMMARY – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All scope activities included in this agreement.

CONTACT INFORMATION

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

The primary agreement contact person for CALTRANS is:
Raghuram Radhakrishnan, Project Manager
464 West 4th Street, 6th Floor, (MS-1229)
San Bernardino, California 92401-1400
Office Phone: (909) 383-6288
Email: raghuram.radhakrishnan@dot.ca.gov

The primary agreement contact person for SANBAG is:
Khalil Saba, Project Manager
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715
Office Phone: (909) 889-8611
Email: ksaba@sanbag.ca.gov

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

APPROVED

By: _____
Raymond W. Wolfe, PhD
District Director

By: _____
Larry McCallon
Board President

Date: _____

Date: _____

CERTIFIED AS TO FUNDS:

ATTEST

By: _____
Lisa Pacheco
Budget Manager

By: _____
Vicki Watson
Board Clerk

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Penny Alexander-Kelley
Counsel

Date: _____

CONCURRENCE

By: _____
Kathleen Murphy-Perez
Contracts Manager

Date: _____

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	SANBAG	N/A
2	160				Perform Preliminary Engineering Studies and Draft Project Report	X	X	
		05			Updated Project information		X	
		10			Engineering Studies		X	
		15			Draft Project Report		X	
		20			Engineering and Land Net Surveys		X	
		30			Environmental Study Request (ESR)		X	
		40			NEPA Delegation	X		
		45			Base Maps and Plan Sheets for Project Report and Environmental Studies		X	
2	165				Perform Environmental Studies and Prepare Draft Environmental Document	X	X	
		05			Environmental Scoping of Alternatives Identified for Studies in Project Initiation Document	X		
		10			General Environmental Studies		X	
		15			Biological Studies		X	
		20			Cultural Resource Studies		X	
			05		Archaeological Survey		X	
			05		Area of Potential Effects/Study Area Maps		X	
			10		Native American Consultation		X	
			15		Records and Literature Search		X	
			20		Field Survey		X	
			25		Archaeological Survey Report		X	
			99		Other Archaeological Survey Products		X	
			10		Extended Phase I Archaeological Studies		X	
			05		Native American Consultation		X	
			10		Extended Phase I Proposal		X	
			15		Extended Phase I Field Investigation		X	
			20		Extended Phase I Materials Analysis		X	
			25		Extended Phase I Report		X	
			99		Other Phase I Archaeological Study Products		X	
			15		Phase II Archaeological Studies		X	
			05		Native American Consultation		X	
			10		Phase II Proposal		X	
			15		Phase II Field Investigation		X	
			20		Phase II Materials Analysis		X	
			25		Phase II Report		X	
			99		Other Phase II Archaeological Study Products		X	

			20		Historical and Architectural Resource Studies		X	
				05	Preliminary Area of Potential Effects/Study Area Maps for Architecture		X	
				10	Historic Resources Evaluation Report - Archaeology		X	
				15	Historic Resource Evaluation Report - Architecture (HREER)		X	
				20	Bridge Evaluation		X	
				99	Other Historical and Architectural Resource Study Products		X	
			25		Cultural Resource Compliance Consultation Documents		X	
				05	Final Area of Potential Effects/Study Area Maps		X	
				10	PRC 5024.5 Consultation		X	
				15	Historic Property Survey Report/Historic Resources Compliance Report		X	
				20	Finding of Effect		X	
				25	Archaeological Data Recovery Plan/Treatment Plan		X	
				30	Memorandum of Agreement		X	
				99	Other Cultural Resources Compliance Consultation Products		X	
		25			Draft Environmental Document or Categorical Exemption/Exclusion	X	X	
			10		Section 4(F) Evaluation	X		
			20		Environmental Quality Control and Other Reviews	X		
			25		Approval to Circulate Resolution	X		
			30		Environmental Coordination		X	
			99		Other Draft Environmental Document Products		X	
		30			NEPA Delegation	X		
2	170				Permits, Agreements, and Route Adoptions during PA&ED component	X	X	
			05		Required permits		X	
			15		Railroad Agreements		X	
			20		Freeway Agreements		X	
			25		Agreement for Material Sites		X	
			30		Executed Maintenance Agreement		X	
			40		Route Adoptions		X	
			45		MOU From Tribal Employment Rights Office (TERO)		X	
			55		NEPA Delegation	X		
2	175				Circulate Draft Environmental Document and Select Preferred Project Alternative Identification	X	X	
			05		DED Circulation		X	
			10		Public Hearing	X	X	
			15		Public Comment Responses and Correspondence		X	
			20		Project Preferred Alternative	X		
			25		NEPA Delegation	X		
2	180				Prepare and Approve Project Report and Final Environmental Document	X	X	
			05		Final Project Report		X	
			10		Final Environmental Document	X	X	
			05		Approved Final Environmental Document	X		
			05		Draft Final Environmental Document Review	X		
			10		Revised Draft Final Environmental Document	X		
			15		Section 4(F) Evaluation	X		
			20		Findings	X		

			25	Statement of Overriding Considerations	X		
			30	CEQA Certification	X		
			40	Section 106 Consultation and MOA	X		
			45	Section 7 Consultation	X		
			50	Final Section 4(F) Statement	X		
			55	Floodplain Only Practicable Alternative Finding	X		
			60	Wetlands Only Practicable Alternative Finding	X		
			65	Section 404 Compliance	X		
			70	Mitigation Measures	X		
			10	Public Distribution of Final Environmental Document and Respond To Comments	X		
			15	Final Right of Way Relocation Impact Document		X	
			99	Other Final Environmental Document Products		X	
		15		Completed Environmental Document	X	X	
			05	Record of Decision (NEPA)	X		
			10	Notice of Determination (CEQA)	X		
			20	Environmental Commitments Record		X	
			99	Other Completed Environmental Document Products		X	
		20		NEPA Delegation	X		

08-SBD-210-T21.3/R33.2
 EA: 0C700
 District Agreement 08-1524
 Project Number 0812000164
 SANBAG's Number C12148

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	PA&ED	Subtotal Support	Subtotal Funds Type
LOCAL	SANBAG	Measure I	\$3,000,000	\$3,000,000	\$3,000,000
		Subtotals by Component	\$3,000,000	\$3,000,000	\$3,000,000



Minute Action

AGENDA ITEM: 10

Date: February 9, 2012

Subject: Interstate 15 (I-15) Corridor Project

- Recommendation:***
1. Award Contract No. C11081 to Parsons Brinkerhoff (PB) to perform Preliminary Engineering for Toll Feasibility Studies and complete a Project Study Report-Project Development Support (PSR-PDS) on I-15 in an amount not to exceed \$863,000.
 2. Approve a contingency amount of \$86,300 and authorize the Executive Director, or designee to release contingency as required for the project.
 3. Approve Cooperative Agreement C12198 with the State of California (Caltrans) to perform review and approval of the I-15 Project Study Report-Project Development Support (PSR-PDS) in an amount not to exceed \$102,500.

Background: These recommendations concern SANBAG's on-going analysis of toll feasibility on the I-15 Freeway in San Bernardino County. In 2008 the SANBAG Board of Directors approved an agreement with Riverside County Transportation Commission (RCTC) to utilize their team of Alternative Project Financing consultants to conduct a preliminary analysis to consider toll feasibility on mainline freeways within San Bernardino County. In September 2008 the Board approved the findings of the screening analysis that determined segments of the I-10, I-15, and SR-210 are viable as High Occupancy Toll (HOT) lane facilities. With these results, a preliminary traffic and revenue study was conducted for the

*

Approved
Major Projects Committee

Date: February 9, 2012

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

I-10 and I-15 corridors. On October 6, 2010 the Board directed staff to proceed with the procurement of Architectural & Engineering services required to conduct an advanced traffic and revenue toll feasibility study and an advanced financial toll feasibility study. As a result, in August 2011 the Board of Directors awarded two new contracts for these advanced studies. The consultants performing this work are Wilbur Smith Associates (WSA) and Public Financial Management (PFM). The completion of these advanced studies and the PSR-PDS is the next step in obtaining the information required to enable the SANBAG Board of Directors to make an informed decision on whether to pursue High Occupancy Toll (HOT) lanes on the I-15 corridor. The PSR/PDS is a Caltrans Project Initiation Document (PID) and serves to document the project development work for the HOT lane alternative on the I-15 Corridor. An additional task will include re-evaluating the preliminary toll feasibility results on I-15 between United States 395 (US 395) and the proposed High Desert Corridor (HDC).

For the I-15 Corridor PSR/PDS two new contracts are needed:

1. Contract, No. C11081 with Parsons Brinkerhoff will be administered by SANBAG and will result in the completion of the I-15 Corridor PSR/PDS. Tasks include refining the conceptual engineering plans, performing field investigation studies, developing project cost estimates, performing preliminary environmental studies, completing the PSR-PDS for the I-15 corridor, and coordinating with SANBAG's contracted Traffic and Revenue and Financial Toll Feasibility consultants WSA and PFM.
2. Cooperative Agreement C12198 with the State will allow Caltrans to perform review and approval of the I-15 PSR-PDS in an amount not to exceed \$102,500.

Recommendations 1 and 2: This is a new contract. On August 3, 2011, the SANBAG Board of Directors authorized the release of Request for Proposals (RFP) 11081 for the I-15 Preliminary Engineering for Level Two Feasibility Studies and PSR-PDS. The RFP was then posted on SANBAG's Internet website. Outreach to the firms for these services included emailing the RFP to approximately 100 firms registered in SANBAG's vendor database. In addition, a pre-proposal conference was held on September 21, 2011 with approximately 40 people in attendance.

For this procurement, SANBAG utilized a two-step consultant evaluation process for the selection of the most qualified firm in accordance with SANBAG's Policy 11000, Contracting and Procurement Policy. On October 7, 2011, five (5) proposals were received. The five-member Evaluation Committee, which consisted of representatives from SANBAG, Riverside County Transportation Authority (RCTC), and Caltrans evaluated and scored each proposal based on

three main criteria: firm qualifications, personnel proposed, and project understanding. Based on the scores, the Evaluation Committee determined that they were all qualified to perform the work and selected all five firms for interviews. The shortlisted firms are (in alphabetical order):

1. AECOM
2. CH2M Hill
3. HNTB
4. Jacobs
5. Parsons Brinkerhoff

On October 25, 2011 interviews were conducted. The Evaluation Committee scored each firm on information provided in their presentation and their response to questions during the question and answer session. Based on the overall score, PB was unanimously scored as the highest ranked firm.

Each of the firms was well prepared and showed good experience. However PB demonstrated specific knowledge and examples of related toll studies, experience with national toll feasibility projects, a comprehensive understanding of the I-15 project, and exhibited leadership skills and confidence to successfully deliver the project. Information presented included critical techniques and expertise regarding a variety of toll methodologies, HOT lane geometrics, and specific examples that demonstrated a clear understanding of the I-15 project. In addition, each of PB's core technical leads demonstrated an extensive understanding of toll study issues within their respective disciplines and explained how their knowledge and experience would be utilized to successfully deliver the project. This was further verified in the question and answer portion of the interview. Their responses to the panel's questions showed a depth of toll feasibility and HOT lane experience supported by a variety of specific examples. Collectively, the PB team members appeared as a quality team, one that is a national leader in the industry with a firm technical understanding of toll studies for freeway projects.

Following the recommendation by the Evaluation Committee and positive results of the reference check, SANBAG staff began negotiations with PB on their scope and cost. The negotiations lead to the attached scope of work and a contract amount not to exceed \$863,000 with no hourly rate escalation throughout the duration of the contract. In addition, staff is requesting a contingency amount of \$86,300 that the Executive Director or designee may authorize in writing to address unanticipated scope for a total budget authority of \$949,300.

The Measure I financial contribution is distributed among three programs. The portion of the I-15 Freeway that will be studied is within the San Bernardino Valley, the Cajon Pass, and the Victor Valley. The Measure I funding for the

advanced toll feasibility study will be pro-rated based on freeway centerline miles within each area. Staff recommends award of Contract No. C11081 to Parsons Brinkerhoff (PB) to perform Preliminary Engineering for Toll Feasibility Studies and complete a Project Study Report-Project Development Support (PSR-PDS) on I-15 in an amount not to exceed \$863,000 and approval for the Executive Director or designee to release contingency as required in an amount not to exceed \$86,300.

Recommendation 3: This is a new agreement. Under State law, SANBAG and Caltrans are required to enter into cooperative agreements for all phases of project development work including this initial PID level. In compliance with the State budget, Caltrans requires reimbursement of PSR-PDS oversight services. Consequently, staff has coordinated with Caltrans to prepare this related cooperative agreement which outlines roles and responsibilities of the parties, the I-15 advanced toll feasibility study project requirements, anticipated deliverables, and staffing budget to accommodate Caltrans review and approval of the I-15 PSR-PDS.

In addition staff recommends approval of Cooperative Agreement C12198 with the State of California (Caltrans) to perform review and approval of the I-15 Project Study Report-Project Development Support (PSR-PDS) in an amount not to exceed \$102,500.

Financial Impact: This item is consistent with the 2011/2012 FY Budget, Project No. 0850, Alternative Project Financing. The funding source for the current fiscal year is Planning Program and Monitoring (\$169,130), Measure I 2010-2040 Victor Valley Traffic Management (\$29,047), Measure I 2010 Valley Freeway Projects (\$170,893), and Measure I 2010-2040 Cajon Pass Freeway Projects (\$118,608).

Reviewed By: This item will be reviewed by the Major Projects Committee on February 9, 2012 and the Mountain/Desert Committee on February 17, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved these agreements as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C11081 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Parsons Brinkerhoff (PB)

Contract Description Interstate 15(I-15)PSR-PDS & Preliminary Engineering for Toll Feasibility Studies

Board of Director's Meeting Date: March 7, 2012 Overview of BOD Action: Approval of new contract with Parsons Brinkerhoff (PB).	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	863,000	Original Contingency Amount	\$	86,300
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	863,000	TOTAL CONTINGENCY VALUE	\$	86,300
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 949,300

Contract Start Date 3/7/12	Current Contract Expiration Date 6/1/14	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION					
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0850</u> . <input type="checkbox"/> A Budget Amendment is required. How are we funding current FY?					
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate %.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal _____	

 Task Manager Signature	2/2/12 Date	 Project Manager Signature	1/31/12 Date
 Chief Financial Officer Signature	2/2/12 Date	 Contracts Manager Signature	Date

MM
2/2/12

ATTACHMENT A

Scope of Services Overview for

I-15 PSR-PDS

and

Preliminary Engineering for Level Two Toll Feasibility Studies

OVERVIEW

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority (AUTHORITY) will utilize the services of CONSULTANT to prepare a Project Study Report (Project Development Support) (PSR-PDS) for the possible implementation of High Occupancy Toll (HOT) Lanes on Interstate 15 in San Bernardino County. Coordination between AUTHORITY, CONSULTANT, and other local agencies will be accomplished through the AUTHORITY's Project Manager or designee and designated representatives from the local agencies.

CONSULTANT shall consider SANBAG's initial toll feasibility and preliminary engineering work performed to date as the starting point of this PSR-PDS project. This PSR-PDS project is intended to be a coordinated project development effort that is aligned with the AUTHORITY's toll feasibility consultants, specifically the traffic and revenue consultant and the financial services consultant analyzing the potential HOT Lanes on I-15. CONSULTANT is required to coordinate the preparation of the I-15 PSR-PDS with AUTHORITY's toll feasibility consultants in order to help support their related feasibility work and provide key input regarding the preliminary engineering analyses, geometric alternatives, constraints, cost estimates and other critical data. CONSULTANT shall assist AUTHORITY in meeting with Caltrans and FHWA to keep them apprised of the project status, key issues, action items, and next steps throughout the project duration.

The PSR-PDS will follow the Caltrans standard guidelines as outlined within the Project Development Procedures Manual (PDPM), Appendix S (PDPM is available on Caltrans website at <http://www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm>). CONSULTANT shall include and incorporate any anticipated tasks required to complete this project within the proposal, whether specifically identified in this scope of services or not.

The SANBAG Project Manager for this contract shall be:

Garry Cohoe, Director of Project Delivery

Project Location and Description of Anticipated Improvements

The purpose of this project is to perform a PSR-PDS as described below for the addition of HOT lane facilities on Interstate 15 in San Bernardino County. The studies along I-15 will encompass the area from the Riverside County Line to US-395 for a distance of approximately 33 miles. The following new lane configurations will be considered for the analyses.

Interstate 15 HOT Lanes

- **From Riverside County Line to 6th Street (4.5 miles)**
 - Addition of one (1) HOT lane in each direction. A continuous auxiliary lane between SR-60 and I-10 is also being contemplated as an improvement to be included in the project.
- **From 6th Street to Sierra Avenue (9 miles)**
 - Addition of two (2) HOT lanes in each direction
- **From Sierra Avenue to US-395 (19.5 miles)**
 - Addition of two (2) reversible HOT lanes in the median (2 lanes total); *[Includes additional design option of two (2) HOT lanes in the median in each direction (4 lanes total)]*

SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall be responsible for the performance of all the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services, and shall include all related studies, reports, analyses and studies necessary to complete the project.

General Description of Required Services

- A. CONSULTANT shall carry out the directions as received only from AUTHORITY'S Project Manager or designee. In addition, CONSULTANT shall cooperate with other agencies, and other CONSULTANTS providing services for this project and for adjacent or other related projects, as necessary.
- B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better design or solution to a problem is possible, CONSULTANT shall promptly notify AUTHORITY'S Project Manager of these concerns, together with reasons there for.
- C. CONSULTANT shall have sole responsibility for the accuracy and completeness of the reports, analyses, and related material prepared by CONSULTANT for the Project.
- D. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to AUTHORITY. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct.

- E. CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System, as appropriate.
- F. AUTHORITY reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion, or revisions to the Scope of Services will not be made without prior written approval from AUTHORITY. CONSULTANT shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by AUTHORITY.
- G. CONSULTANT shall not suspend performance of this Contract during the negotiations of any change orders except as they may be directed by AUTHORITY. CONSULTANT shall perform all changes in accordance with the terms and conditions of this Contract.
- H. At the completion of this Scope of Services all electronic files and correspondence relating to the Project shall be turned over to AUTHORITY. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- I. CONSULTANT shall submit the final report on CD using file format acceptable to AUTHORITY. The electronic files shall include the engineer's electronic signature and seal. CONSULTANT shall verify the latest version of software used prior to submittal.
- J. CONSULTANT shall coordinate with all agencies involved or potentially impacted by the Project. CONSULTANT shall inform AUTHORITY prior to all contacts, meetings, and correspondence. CONSULTANT shall also be required to coordinate activities with all related and/or adjacent projects, including the I-15 traffic and revenue and financial feasibility studies.

Scope of Services for

I-15 PSR-PDS

and

Preliminary Engineering for Level Two Toll Feasibility Studies

Part A - Management

- 1. Project Management**
- 2. Coordination and Meetings**
- 3. Quality Control/Quality Assurance (QA/QC) and QMP**
- 4. Field Visit and Review Existing Reports, Studies, and Mapping**

Part B – Preliminary Engineering for I-15 Level Two Toll Feasibility Studies

- 5. Traffic Operations Analysis Report**
- 6. Refine Geometrics for I-15 HOT Lanes**
- 7. Cost Estimates**

Part C – I-15 PSR-PDS

- 8. Traffic Summary of #5 Above, and complete Traffic Engineering Performance Assessment (TEPA)**
- 9. Refine Geometrics for I-15 HOT Lanes**
- 10. Initial Engineering Studies**
 - 10.1 Drainage/BMPs**
 - 10.2 Structures**
 - 10.3 Geotechnical**
 - 10.4 Traffic/Electrical/ITS**
 - 10.5 Staging/TMP Conceptual Staging Plans**
 - 10.6 Roadside Management, Highway Planting and Irrigation**
 - 10.7 Rehabilitation Strategies**
 - 10.8 PEAR**
 - 10.9 ROW Requirements**
 - 10.10 Stakeholder Involvement**
- 11. Cost Estimates for PSR-PDS**
- 12. Schedule and Funding Work Plan**
- 13. Risk Register**
- 14. Draft/Final PSR-PDS Report**

Part A - Management

1. Project Management and Administration

1a. Project Management

CONSULTANT shall furnish a qualified and experienced Project Manager to coordinate project related CONSULTANT operations with AUTHORITY, including assisting with the AUTHORITY's toll feasibility studies for I-15, confirming assumptions with the traffic and revenue scenarios and geometric alternatives, coordinate with the PA/ED project team for I-10 for potential system interchange connector ramps, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall be available to present the project details at meetings with critical agencies and stakeholders, including FHWA and Caltrans. 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 AUTHORITY and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to AUTHORITY Project Manager.

Deliverables: Monthly Progress Reports, Action Items, and Decision Matrix

1b. Administration

CONSULTANT Project Manager shall coordinate with AUTHORITY and its consultants to prepare and update a project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall accurately consider AUTHORITY and Caltrans 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, action items, other related AUTHORITY project coordination, project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

Deliverables: Project Schedule, Project Master Files

Assumptions

- 6 hours per month for Project Administration
- 3 hours per month for document control on Projectsolve site

2. Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with AUTHORITY, and shall conduct meetings and coordinate with other consultants and stakeholders in monthly meetings, technical workshops, and/or focused meetings. CONSULTANT shall

assist AUTHORITY in meeting with Caltrans and FHWA to keep them apprised of the project status, key issues, action items, and next steps throughout the project duration. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to internal requests for information about the project. CONSULTANT shall assist with preparing a matrix outlining responsibilities between the Toll and Revenue, Financial, and PSR-PDS consultant teams.

CONSULTANT will also conduct the following two (2) workshops:

- Corridor Vision Workshop

CONSULTANT will assemble an internal team of nationwide managed lane and toll experts and host a workshop to assist in educating SANBAG staff of current trends, policies, programs, funding, operations, and maintenance of toll facilities. This workshop would develop a vision of tolling in San Bernardino County. This will lead to a deeper understanding of the goals of SANBAG staff and board to implement into the I-15 Corridor.

- Concept Integration Workshop

Prior to finalization of the engineering and operational concept for the PSR-PDS, the CONSULTANT team will host a workshop with the other consultant teams (primarily the T&R consultant) to present the facility design and operations concepts, and project phasing as the basis for guiding the traffic and revenue forecasting and toll system design. This workshop will be used as an opportunity to further refine roles and responsibilities and remaining decision points. It will coordinate facility and toll system design leading to finalization of the PSR-PDS design option and traffic and revenue forecasts. The CONSULTANT team will coordinate with the T&R consultant to complete up to two iterations of revisions to the engineering and operational concept.

Based on the results of the toll and revenue feasibility study, CONSULTANT may conduct the following one (1) additional workshop upon request by AUTHORITY. Cost for this optional workshop is not included in the budget.

- Value Engineering and Phasing Concept Plan Workshop (optional task)

This workshop would generally follow a value engineering process to evaluate the design concept in the context of financial feasibility. This determines whether opportunities exist to make design refinements and consider trade-offs that would reduce overall costs and make the project more viable. The CONSULTANT team will discuss project phasing relative to project limits to make the project more affordable and cost effective.

Assumptions

- Assume thirteen (13) monthly PDT meetings and seven (7) focus meetings

- Two (2) presentations to elected officials, including AUTHORITY, Cities, etc. 4 hours x 2 people for each presentation.
- Assume one (1) team coordination conference call a month – 2 hours each x 6 people
- Corridor Vision Workshop – 6 hours each x 6 people
- Concept Integration Workshop – 6 hours each x 6 people
- Value Engineering and Phasing Concept Plan Workshop – 6 hours each x 6 people (optional task requires prior AUTHORITY approval)

Deliverables: PDT Meeting Minutes, Workshops, Agendas, Handouts/Exhibits, Minutes

3. Quality Control/Quality Assurance (QA/QC) and QMP

CONSULTANT Project Manager shall prepare and implement a Quality Management Plan (QMP). CONSULTANT Project Manager will be responsible for adherence to applicable AUTHORITY administrative policies and procedures. CONSULTANT shall 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 PSR-PDS Appendix S for general guidance on the Quality Management Plan.

Deliverables: QMP Plan

Assumptions

- 40 hours for preparing QMP
- 10 hours per month for project controls

4. Field Visit and Review Existing Reports, Studies, and Mapping (AUTHORITY to provide all aerial photography background and parcel information for use in mapping similar to preliminary study work)

Prior to the field visit, CONSULTANT shall consider AUTHORITY's initial toll feasibility and preliminary engineering work performed to date as the starting point of this PSR-PDS project. CONSULTANT will coordinate with AUTHORITY and toll feasibility consultants to visit the project site and perform windshield surveys to identify and assess the existing conditions of the I-15 mainline features including, but not limited to, mainline geometrics, general purpose lanes, shoulders, ramps, system interchanges, structures, intersections, striping, signage, ramp metering, and operations.

CONSULTANT will also review previous geometric studies, major investment studies, available reports and plans of potential improvements for I-15 that may also include, but not be limited to, Transportation Concept Report, Regional Transportation Improvement

Program, Regional Transportation Plan, Congestion Management Plan, Tribal Transportation Plan, As-builts, base mapping, utility plans, existing surveys, aerial photography, right of way maps, accident data (TASAS). CONSULTANT shall prepare statement of assumptions for each previous study and project within the project limits along the Corridor. Develop inventory list of related studies, reports, projects, and current status along the Corridor.

CONSULTANT shall obtain and review the work performed by RCTC on the I-15 Corridor Improvement Project and coordinate related geometric design, modeling data and findings for this project, especially in the vicinity of the SR-60/I-15 interchange.

Aerial photography will be used as the basis for project mapping and the AUTHORITY does not anticipate requiring additional field surveying or aerial photography data. Background aerial photography and property line parcel information in digital format will be provided by AUTHORITY to CONSULTANT for use in developing the electronic base maps.

Deliverables: Field Review Logs, Photographs, Exhibits, Inventory List of related studies, mapping, and reports

Part B – Preliminary Engineering for I-15 Level Two Toll Feasibility Studies

5. Preliminary Traffic Operations Analysis Report (meet requirements within Caltrans Directive 11-02, April 7 2011; coordinate w/ WSA-CDM and Iteris to provide all forecasts and volumes required for this traffic operations analysis of HOT alternative)

CONSULTANT shall coordinate with AUTHORITY and its consultants as well as Caltrans to develop traffic analysis assumptions scoping primarily to meet the requirements of Caltrans Directive 11-02, April 2011. These assumptions will be memorialized in a technical memorandum approved by Caltrans. A V/C analysis will be prepared and summarized for each freeway segment throughout the corridor. The V/C analysis will summarize existing conditions and identify growth and freeway deterioration under future opening year and horizon conditions. CONSULTANT is to coordinate closely with the AUTHORITY and the traffic and revenue consultant for the I-15 corridor to effectively complete and provide the appropriate traffic operational and safety analyses to support the PSR-PDS. Weaving analysis will be performed at selected “prototype” locations to identify design issues associated with different access point configurations. CONSULTANT shall use the weaving area locations and weaving volumes identified by the T&R team as input to this analysis and as directed by the AUTHORITY. The analysis will identify potential performance problems for further study and help identify the scope for a formal traffic study to be performed at the start of the Project Approval and Environmental Document phase.

Deliverables: Preliminary Traffic Operational and Safety Analysis Report per Directive 11-02

6. Refine Geometrics for I-15 HOT Lanes (starting with preliminary study geometrics and previous Caltrans comments; see Caltrans meeting notes from Feb. 2010 to be addressed; Base aerial mapping and parcel information to be supplied by AUTHORITY)

Consultant shall continue to refine the preliminary geometric layout design prepared during the initial feasibility studies for the build alternative and more specifically define the following items including, but not limited to the proposed travel way cross section, buffers, shoulders, barriers, ingress and egress locations, transitions considering merging/weaving requirements, interchanges, connector ramps, on/off ramps, bridge structures, clearances and other engineering parameters in accordance to the Caltrans Highway Design Manual (HDM) and current State policy. This geometric analysis should consider and address the prior Caltrans review comments (see Feb. 2010 table of I-15 comment matrix) as much as practicable to help ensure that no fatal flaws exist within the geometric design being analyzed within the Level Two toll feasibility analysis. CONSULTANT will identify early potential constraints, allowing the development of alternatives that will avoid or minimize negative environmental impacts. Layout plans will reflect structure, interchange, and ramp modifications needed to accommodate the proposed widening, auxiliary lanes or other improvements.

CONSULTANT shall coordinate with CHP, Caltrans Maintenance, and emergency services in support of the geometrics for the corridor. CONSULTANT will work with Caltrans to obtain approval of geometric plans of the proposed alternatives.

CONSULTANT shall coordinate closely during the development of facility geometric plans and schematics, in conjunction with the Tolling Systems Concept of Operations (completed by the T&R consultant). Engineering for the HOT facility requires consideration of the physical and operational characteristics of the corridor, facility design and transitional elements (particularly for reversible lane operations), tolling and related user operating policies (which are affected by separation and access considerations), and project maintenance and operating costs, among others.

CONSULTANT shall also consider an additional conceptual level geometric design option throughout the reversible lane segment (near Sierra Avenue to US-395) to provide (2) HOT lanes in both directions in lieu of the (2) Reversible lanes. This geometric analysis shall include typical engineering design considerations including ingress and egress requirements, system interchange connectivity at the I-15/I-215 Devore interchange, and the issues mentioned within the Feb. 2010 comment matrix provided by

Caltrans staff. CONSULTANT shall coordinate closely with the Traffic and Revenue consultant to consider the feasibility of providing either two (2) HOT lanes in each direction or two (2) HOT reversible lanes. CONSULTANT shall recommend any safety and operational requirements anticipated to necessitate further study during the future PA/ED phase. CONSULTANT shall prepare conceptual layout, schematic map and typical cross sections only for this option throughout the reversible lane segment.

Consultant shall also consider any other interchange projects along the I-15 corridor within the project limits to ensure project conformity in order to accommodate any other projects necessary within this preliminary geometric design. Consultant shall coordinate closely with AUTHORITY, I-10 and T&R consultants, Caltrans, FHWA and/or any other project partners in performing this work.

Deliverables: Preliminary Geometric Layout Plans, cross-sections, and/or exhibits for Level Two Feasibility Studies as described herein under "**Project Location and Description of Anticipated Improvements**". Conceptual layout, schematic map and typical cross sections for additional conceptual level geometric design option throughout the reversible lane segment (near Sierra Avenue to US-395).

7. Cost Estimates (updated cost estimates for capital construction costs to provide to WSA-CDM, T/R consultant; (also coordinate with WSA-CDM who will be providing Electronic Toll System (ETS) Capital, Maintenance and Operations Costs and Preliminary Concept of Operations Plan)

Consultant shall prepare preliminary capital construction cost estimates sufficient for the Level Two feasibility study for the build alternative and provide to the T&R consultant in order to facilitate completing the toll feasibility studies. Similar to those completed within the preliminary studies, these capital construction estimates should outline the anticipated costs for the geometric design improvements for the build alternative and include, but not be limited to earthwork, structural section, drainage, specialty items, bridge structures, and any other project related costs. Consultant shall provide all project related 'hard' and 'soft' cost estimates similar to those completed within the preliminary study work and include annual roadway rehabilitation costs, slab maintenance costs, bridge maintenance costs to the T&R consultant for analyzing the feasibility of the project. Consultant shall coordinate closely with the T&R consultant as they will provide the primary Electronic Toll System capital, maintenance and operations cost estimates required for the project. Consultant shall also coordinate closely with AUTHORITY to provide separate cost estimates that align with the AUTHORITY funding program boundaries that are segmented within the Valley, Cajon and High Desert program boundary as necessary.

Consultant shall also provide various project cost estimates for up to five (5) sensitivity analyses to be completed by the T&R consultant that may change key parameters such as design variations, phased or staged project limits, roadway opening year, or other factors as directed by AUTHORITY. The sensitivity factors will be discussed with AUTHORITY and the toll feasibility team prior to beginning these sensitivity analyses.

Deliverables: Preliminary Cost Estimates for Level Two Feasibility Studies

Part C – I-15 PSR-PDS

8. Traffic Summary of #5 Above, and complete Traffic Engineering Performance Assessment (TEPA)

In coordination with AUTHORITY and other project-related consultants, CONSULTANT shall utilize the work performed within the Level Two traffic analysis (described in task #5 above) and any other existing transportation reports for the corridor, performance monitoring systems, local agency transportation studies to complete the Traffic Engineering Performance Assessment (TEPA) as required within the PSR-PDS guidelines, Article 5. The responsible-charge engineer shall consult with the Functional Managers identified below in order to estimate the scope and magnitude of the Traffic Engineering studies (i.e. Travel Forecasting; Traffic Analysis; Infrastructure Evaluation; Warrant Analysis; and, Safety Review) that need to be performed during the Project Approval & Environmental Document phase.

To meet the purpose of the PSR-PDS, it is intended that the preliminary traffic engineering studies should be limited to an assessment of readily available information and data, and macro-level analysis and evaluation. This effort will produce preliminary traffic engineering findings and estimates to inform and advise the PDT on:

1. The potential scope of work and features (especially the traffic "elements" referenced above)
2. Potential performance benefits and deficiencies
3. The scope and magnitude of traffic engineering work (traffic forecasting, modeling, analysis and evaluation) to be performed during the Project Approval and Environmental Document phase

The primary objective is to identify the traffic forecasting and traffic engineering studies needed to analyze, evaluate, and more accurately predict or estimate operational and safety performance of the proposed improvements during the future PA/ED phase.

A summary of the assessment and key findings and estimates should be summarized or incorporated into the PSR-PDS document.

Deliverables: **Traffic Engineering Performance Assessment (TEPA) as required within the PSR-PDS guidelines, Article 5; Excerpt within PSR-PDS**

9. Preliminary Layout Plans for I-15 HOT Lanes (Cut sheets printed including title sheet, cross sections and plan geometrics on 11x17 using geometrics refinement work completed within #1 above)

Using the geometric design completed within Task #6 above, Consultant shall prepare layout plans in 11x17 format at 1" = 100' scale (approximately 1"=200' for reduced plans) as Caltrans standard cut sheets including title block. The geometric plans shall include travel way lanes, striping, transition areas, ingress and egress locations, merge/weave locations, shoulder and buffer widths that are labeled and dimensioned. Right of way requirements will be shown. Retaining wall and sound wall locations will be shown with approximate heights. Daylight limits of standard 1:2 or 1:4 slopes will be delineated. Cost effectiveness and right-of-way impacts will also play significant roles in the geometric development process. Layout plans will reflect structure, interchange, and ramp modifications needed to accommodate the proposed widening, auxiliary lanes or other improvements.

CONSULTANT shall conduct independent QA/QC and third party reviews of deliverables. Review comments from plan submittals will be incorporated as appropriate.

Deliverables: Geometric Layout Drawings w/ Title Block, Cross Sections, and Exhibits

10. Initial Engineering Studies (including Purpose and Need and Deficiencies), Alternatives and Scoping Checklists (Design Scoping Index, PSR-PDS Scoping, TPSIS attachment)

CONSULTANT will evaluate the physical characteristics of the project area, including an assessment of the major engineering features and design standards to consider the alternatives for the project. This activity includes establishing the study area limits of the various alternatives to be developed and analyzed in the PSR-PDS.

CONSULTANT shall consider the physical project constraints of the I-15 features including, but not limited to, mainline geometrics, general purpose lanes, shoulders, ramps, system interchanges, structures, intersections, striping, signage, ramp metering, and operations. CONSULTANT is to review information gathered and analyzed within these initial engineering studies to develop draft versions of the Background, Purpose and Need, Deficiencies, Corridor and System Coordination, and other required sections of the PSR-PDS for AUTHORITY and Caltrans review.

Only two (2) alternatives will be analyzed which includes (1) No Build alternative, and (2) HOT Lane alternative as described herein. CONSULTANT shall focus these studies on determining the reasonable study area that should be considered for the development of these two (2) alternatives.

Deliverables: Establish Study Area Limits; Develop Purpose and Need, Develop Background, Purpose and Need, Deficiencies, Corridor and System Coordination, and other required sections of the PSR-PDS

10.1. Alternatives and Scoping Checklists

Based on the Corridor Vision Workshop, CONSULTANT will develop alternative concepts for the vision of the corridor. CONSULTANT shall review and improve conceptual facility design. CONSULTANT shall prepare and conduct a Corridor Vision Workshop as described under Task 2. CONSULTANT shall updated existing schematics prepared during the Feasibility Study based on alternative concepts. Five (5) alternative concepts will be evaluated based on results of the Corridor Vision Workshop. The preliminary ingress and egress locations will be illustrated on the updated schematics. CONSULTANT shall identify locations for additional geometric development. The updated schematics will be utilized as the basis of the conceptual facility design and scope of the project. CONSULTANT shall complete the Scoping Tools including the Design Scoping Index, PSR-PDS Scoping Checklist, Transportation Planning Scoping Information Sheet (TPSIS attachment) as outlined within the PDPM current as of Sept. 30, 2011. CONSULTANT shall develop the basic strategy options to meet the project need and purpose. This activity includes confirming the scope for additional geometric development with the AUTHORITY and Caltrans to determine the feasibility of the HOT lanes.

Deliverables: Concept Facility Design, Design Scoping Index, PSR-PDS Scoping Checklist, TPSIS attachment

10.2. Drainage/BMPs

Using available as-built information for the existing drainage facilities along the corridor, CONSULTANT shall identify large drainage facilities (48" or larger culverts) improvements in support of the cost estimate for the PSR/PDS. Drainage improvements of major facilities will be shown in PSR-PDS plans/exhibits. No profiles will be provided. Preliminary sizing of on-site drainage facilities and calculation of discharge are not included in the scope of work. A detailed hydrology and hydraulic analysis is not included in the scope of work. On site drainage facilities will be estimated at a planning level as a percentage of project costs per Caltrans PDPM.

Since the main purpose of the PSR-PDS is only to estimate the resources needed to complete PA&ED, the expected level of stormwater information for a PSR-PDS is going to be much less than a regular Project Study Report. The PSR-PDS evaluation will mainly focus on determining if there will be any significant impacts to the project alternatives, right-of-way needs, or project costs due to the need to incorporate treatment Best Management Practices (BMPs) for compliance with stormwater requirements. See Chapter 5, Article 3 of Appendix S for general guidance on the PSR-PDS Stormwater Documentation scoping tool.

No field work will be required for this task. All reconnaissance will be done using computer desktop methods, such as Google Earth and Maps. A suite of BMPs will be provided for each BMP location. Selection of BMPs for each location will be not be provided. BMP options will be provided for cost estimating purposes only. The SWDR will be limited to the questions in Chapter 5, Article 3 of Appendix S of the PDPM and the Evaluation Form (PPDG, Appendix E).

Deliverables: Stormwater Documentation per PDPM Chapter 5, Article 3; Excerpt discussion within PSR-PDS

10.3. Structures

Using available as-built information for the existing structure facilities along the corridor, CONSULTANT shall identify proposed structure improvements in support of the cost estimate for the PSR/PDS. Structure improvements of major facilities will be shown in PSR-PDS plans/exhibits. Preliminary structure widening and bridge improvements will be estimated as a percentage of project costs per Caltrans PDPM similar to the preliminary estimate within the initial feasibility studies.

CONSULTANT shall prepare Conceptual Widening or replacement Study for each complex structure as identified above to evaluate the type of structure, foundation and its constructability, calculations of horizontal and vertical clearances, staging, preliminary construction durations, structure cost and structural interaction with roadway and railroad facilities.

If necessary, CONSULTANT shall develop the Conceptual Study report utilizing Caltrans' Memo to Designers (MTD) 1-8 and Caltrans' Office of Specially Funded Projects' (OSFP) Information and Procedures Guide, including a preliminary seismic retrofit assessment of the existing bridge structures.

Deliverables: Preliminary Structure Improvements and Cost Estimates

10.4. Geotechnical

Using available geotechnical information along the corridor, CONSULTANT shall review findings of prior investigations, preliminary considerations for design, potential impacts, faults and seismic issues, landslides, and other general design and construction recommendations in order to summarize all related geotechnical issues within the PSR-PDS. CONSULTANT shall also conduct a preliminary assessment of potential geologic hazards along the project alignment by reviewing readily available, relevant geotechnical literature, reports, deterministic and probabilistic seismic hazards maps, geologic maps, and historic aerial photographs available from its in-house library. Geologic hazard issues

will include faulting and seismicity, seismic shaking, liquefaction potential, slope instability and landslides, earthquake-induced settlements and lateral spreading, dam-inundation and flooding.

This should include a general discussion of all related preliminary Geotechnical information that addresses cuts, fills, retaining walls, sound walls, signs, drainage facilities, and pavement structural design and describe the primary challenges that will be addressed within the PA/ED phase. A Life Cycle Cost Analysis report (LCCA) is not anticipated.

Deliverables: Preliminary Geotechnical Design excerpt for PSR-PDS

10.5. Traffic/Electrical/ITS

Using available and relevant information along the corridor, CONSULTANT shall review all traffic related design parameters and prepare preliminary signing and striping requirements in support of the geometric development. CONSULTANT shall assess preliminary signal, lighting, ramp metering, traffic management and monitoring and toll collection requirements. Traffic, electrical, and ITS elements will be quantified to a planning level consistent with PSR-PDS level cost estimating. CONSULTANT will develop and evaluate alternative traffic management and ITS elements and develop recommendations for implementation in the corridor to support the PSR/PDS. An excerpt of this information will be included within the PSR-PDS report.

Deliverables: Traffic/Electrical/ITS Excerpt within PSR-PDS and Preliminary Cost Estimate

10.6. Conceptual Staging Plans

CONSULTANT will prepare typical, concept stage construction plans, cross sections and exhibits for mainline widening and reversible lanes for the build alternative. The construction staging concept plans will depict the overall sequencing of construction to balance the construction production, traffic delay impact, and cost affordability. A summary providing a brief comparison of strengths and weaknesses of the alternatives from the perspective of construction staging will be included. The construction staging concept plans will show where the construction is occurring and where traffic is maintained during construction (i.e. identify opened lanes of travel, and general construction areas). CONSULTANT shall prepare schematics of the construction staging for typical median widening based on typical sections. CONSULTANT shall develop a conceptual plan and sections to clarify the intent of the staging without detailed staging plans.

The staging concept will be used to develop project cost estimates.

Deliverables: Concept Stage Construction Plans

10.7. Roadside Management, Highway Planting and Irrigation

CONSULTANT shall evaluate project requirements for highway hardscaping, planting and irrigation. Locations requiring roadside management and hardscape aesthetic treatment will be identified as a basis for quantity takeoffs. Highway planting and irrigation will be estimated based on the area of disturbed ground in areas where outside pavement widening is proposed.

Deliverables: Draft Planting and Irrigation Requirements and Estimate

10.8. Rehabilitation Strategies

CONSULTANT shall identify and evaluate rehabilitation strategies for two (2) build alternatives. There are four primary components that will be considered: 1) pavement rehabilitation, 2) structure rehabilitation, 3) toll collection equipment and facilities rehabilitation, and 4) loss of toll revenue during rehabilitation work. This effort is to be coordinated with WSA-CDM who will be providing Electronic Toll System (ETS) Capital, Maintenance and Operations Costs and Preliminary Concept of Operations Plan.

Deliverables: Rehabilitation Strategies and Rehab Cost Estimate

10.9. PEAR

CONSULTANT shall prepare a draft and final PEAR, per Standard Environmental Reference Guidelines, the latest template (updated April 2011), and the PEAR Handbook (dated January 2009). The PEAR will clearly identify required environmental document, anticipated impacts, the future technical studies and anticipated mitigations. The PEAR will also estimate the scope, schedule and preliminary costs associated with completing environmental compliance. The PEAR will clearly present and discuss the results of preliminary environmental studies in order to identify environmental constraints that may affect design. The information contained in the PEAR will serve as a foundation to begin studies for the PA/ED phase.

In addition, cumulative impacts and context sensitive solutions will be summarized in the appropriate PEAR Technical Summaries section, but will not have a separate technical Memoranda prepared.

The PEAR shall also include:

- A discussion of environmental resources and a description of the potential project issues or impacts, which could delay the project or affect any project alternative.
- Description of studies that are needed to complete an environmental evaluation (noting as necessary any seasonal constraints for these studies).
- A recommended environmental determination/documentation and a tentative schedule for its completion.
- An initial site assessment (ISA) for hazardous waste, if the project includes the purchase of new right of way, excavation, and/or structure demolition or modification.
- Required or anticipated permits or approvals discussed.

Refer to the Standard Environmental Reference (SER) for further guidance on the PEAR. See Chapter 5, Article 6, of Appendix S for general guidance on the PEAR scoping tool.

Deliverables: Draft and Final PEAR per PDPM Chapter 5, Article 6.

10.10. ROW Requirements – brief summary of minimal ROW anticipated, utility, and railroad issues; Conceptual ROW Cost Estimates to be attached (no ROW data sheets anticipated)

CONSULTANT shall determine Right of Way requirements for the proposed project in accordance with PSR-PDS guidelines within Chapter 5, Article 7. CONSULTANT shall delineate Right of Way Requirements on the geometric design plans throughout the corridor. Right of Way requirements will be established in Microstation format and tabulated in an Excel spreadsheet.

Utilities Assessment

Utilizing available information gathered for the project and the record drawings obtained from the as-builts utility search and Dig Alert, CONSULTANT shall map major existing utilities based on field review within the project limits. CONSULTANT shall assess impacts to existing utilities and determine planning level costs for inclusion into the Conceptual ROW cost estimates.

Railroad Mitigation

Utilizing available information gathered for the project and the record drawings obtained from the as-builts, CONSULTANT shall identify impacted rail lines, operation requirements and project requirements for the PSR/PDS describing the railroad facilities and types of agreements and rights required from the railroads and how these issues would be handled during the PA/ED phase.

Deliverables: Right of Way Requirements for PSR-PDS per PDPM Appendix S, Chapter 5, Article 7 and Conceptual ROW cost estimates with no parcel maps.

11. Cost Estimates summarized for PSR-PDS (summary excerpt of costs prepared as part of Cost Estimates #7 above that are anticipated to be more detailed to provide to WSA-CDM, T/R consultant; also include Project Support Cost Estimate)

Using the cost estimates provided for the Level Two analysis, CONSULTANT is to summarize the preliminary Cost Estimates per PSR-PDS guidelines within the Caltrans PDPM, appendix S. CONSULTANT is to provide a planning level estimate for each alternative as well as the support cost estimate for the future PA/ED effort as outlined in the PDPM. Costs developed in this activity will be used for programming purposes; consequently, the analysis should be of sufficient detail to identify potential costs.

CONSULTANT shall coordinate this effort with AUTHORITY and with the AUTHORITY's toll feasibility consultants, specifically the traffic and revenue consultant and the financial services consultant analyzing the potential HOT Lanes on I-15. These estimates should be carefully developed in order to provide the required support and construction capital costs to AUTHORITY consultants for analysis as part of the separate I-15 toll feasibility project.

Deliverables: Cost Estimates for PSR-PDS per PDPM Appendix S

12. Schedule and Funding Work Plan (anticipated for PA/ED and future phases)

CONSULTANT is to develop a Schedule and Funding Work Plan per PSR-PDS guidelines within the Caltrans PDPM, appendix S. CONSULTANT is to coordinate closely with AUTHORITY to provide an estimated schedule and funding plan for proposed programmed activities to be completed for the project. CONSULTANT shall identify the anticipated project development support costs needed to complete the future PA/ED project, an estimated schedule for completion of major milestones and a cost estimate range for capital outlay and remaining support activities.

The work plan should be provided to AUTHORITY in the form to show relationships between project tasks and milestones, including any consideration of project phasing and staging sequences, since this work plan will be useful in assessing changes to any one item within the context of the whole project.

CONSULTANT shall coordinate this effort with AUTHORITY and with the AUTHORITY's toll feasibility consultants, specifically the traffic and revenue consultant and the financial services consultant analyzing the potential HOT Lanes on I-15. These schedule and funding work plans should be carefully developed in order to provide the required support and construction capital costs to AUTHORITY consultants for analysis as part of the separate I-15 toll feasibility project.

13. Risk Register

CONSULTANT shall prepare the Risk Register in accordance with PDPM Appendix S. Since the reduced amount of data that is required for the PSR-PDS 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 shall coordinate with the project sponsor and project team members to jointly develop a written plan that enables them to identify, assess, quantify, prepare a response to, monitor, and control capital project risks. Refer to the Project Risk Management Handbook and use the Risk Register template in completing the plan. Potential risks shall be evaluated and discussed by the PDT, and ownership of the risks shall be identified. A risk assessment for the process and potential impacts to the overall project needs to be completed to identify, classify and quantify the risk impacts to the various disciplines. Additionally, the ownership of the risk must be identified. This information needs to be summarized within the PSR-PDS. Refer to Chapter 5, Article 10 of this appendix for general guidance on the Risk Register.

14. Draft/Final PSR-PDS Report (Title, Vicinity Map, Intro, Background, etc.)

CONSULTANT shall:

- Prepare a Draft of the I-15 PSR-PDS Report in coordination with the I-15 toll feasibility contract work, to document the geometric assumptions, initial studies, methodology, alternatives, findings, FHWA coordination and involvement, anticipated design exceptions with general project strategy of how to address within PA/ED phase (no fact sheets anticipated), stakeholder meetings and involvement (primary effort by I-10 PR/Outreach team w/ CONSULTANT coordination for I-15) and results in accordance with the requirements outlined as outlined within PDPM Appendix S.

This report proposes to include, but not be limited to: (i) a description of the facility, and other generalities about the project; (ii) the existing travel conditions in the area; (iii) the study methodology including the tasks identified in this scope; (iv) the physical configuration of the present and future mainline and ramps; (v) the traffic and revenue forecasts (provided by others and excluded from this scope of work); (vi) concluding remarks.

- Submit ten (10) copies of the draft report to AUTHORITY for review.

- Evaluate and respond to comments received during the review period. Based on the comments, CONSULTANT shall update and revise the Report and prepare and present a Final I-15 PSR-PDS Report.
- Submit fifteen (15) copies of the final report.

Assumptions:

- Limited review cycles, based on consolidated sets of comments, for SANBAG and Caltrans for Draft PSR-PDS Report and each of its components described above.
- Reviews by SANBAG and/or peer review consultant shall be coordinated prior to submittals to Caltrans

Deliverables: Draft and Final I-15 PSR-PDS Report

**I-15 PSR-PDS and
Preliminary Engineering for Level Two Toll Feasibility Studies
Schedule**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	month														
Part A - Management															
1. Project Management															
2. Coordination and Meetings															
3. Quality Control/Quality Assurance (QA/QC) and QMP															
4. Field Visit and Review Existing Reports, Studies, and Mapping															
Part B - Preliminary Engineering for I-15 Level Two Toll Feasibility Studies															
5. Traffic Operations Analysis Report															
6. Refine Geometrics for I-15 HOT Lanes															
7. Cost Estimates															
Part C - I-15 PSR-PDS															
8. Traffic Summary of #5 Above, and complete (TEPA)															
9. Refine Geometrics for I-15 HOT Lanes															
10. Initial Engineering Studies															
10.1 Drainage/BMPs															
10.2 Structures															
10.3 Geotechnical															
10.4 Traffic/Electrical/ITS															
10.5 Staging/TMP Conceptual Staging Plans															
10.6 Roadside Management, Highway Planting and Irrigation															
10.7 Rehabilitation Strategies															
10.8 PEAR															
10.9 ROW Requirements															
10.10 Stakeholder Involvement															
11. Cost Estimates for PSR-PDS															
12. Schedule and Funding Work Plan															
13. Risk Register															
14. Draft/Final PSR-PDS Report															

CI1081-I15 PSR-PDS

ATTACHMENT 'B' (DRAFT)

PARSONS BRINCKERHOFF

San Bernardino Associated Governments (SANBAG)

I-15 HOT LANES PSR-PDS

PROFESSIONAL PLANNING AND ENGINEERING SERVICES

February 1, 2012

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principal	\$124.76	0	\$0.00
Project Manager	\$103.80	160	\$16,608.00
Engineering Manager	\$91.84	330	\$30,307.20
Roadway Lead	\$41.29	652	\$26,921.08
Environmental Lead	\$57.96	139	\$8,056.44
Structures Lead	\$71.78	65	\$4,665.70
Planning Manager	\$81.69	24	\$1,960.56
Senior Planner	\$89.46	29	\$2,594.34
QA/QC Manager	\$111.78	30	\$3,353.40
Traffic Lead	\$69.84	120	\$8,380.80
Policy and Planning Lead	\$57.99	29	\$1,681.71
Alternative Concepts Lead	\$96.57	63	\$6,083.91
Senior Engineer	\$72.94	160	\$11,670.40
Drainage Lead	\$40.20	170	\$6,834.00
Senior Planner	\$80.47	16	\$1,287.52
Railroad Lead	\$62.10	10	\$621.00
Senior Structure Engineer	\$68.30	0	\$0.00
Bridge Engineer/Designer	\$40.92	173	\$7,079.16
Engineer/Designer	\$40.33	822	\$33,151.26
Structure CADD Specialist	\$38.73	0	\$0.00
Environmental QA/QC	\$58.85	16	\$941.60
Associate Engineer/Designer	\$0.00	0	\$0.00
Associate Planner	\$0.00	0	\$0.00
Engineering Assistant	\$35.37	40	\$1,414.80
Environmental Assistant	\$31.64	40	\$1,265.60
Environmental Assistant	\$33.22	32	\$1,063.04
Technical Specialist	\$51.75	262	\$13,558.50
Environmental Specialist	\$44.95	80	\$3,596.00
Project Controls Manager	\$36.96	40	\$1,478.40
Project Administrator	\$35.26	0	\$0.00
CAD Manager	\$45.65	26	\$1,186.90
Senior Environmental Specialist	\$87.73	16	\$1,403.68
Noise Specialist	\$45.99	24	\$1,103.65
Environmental Assistant	\$30.08	40	\$1,203.35
Cultural Specialist	\$56.84	12	\$682.06
Archaeology/Paleontology Specialist	\$56.39	12	\$676.73
Environmental Assistant	\$29.00	40	\$1,159.94
Air Quality Specialist	\$67.72	8	\$541.77
Hazardous Waste Specialist	\$57.12	8	\$456.99
Senior Environmental Specialist/context sensitive soluti	\$61.78	8	\$494.24
Clerical/Admin Assistant	\$0.00	0	\$0.00
Technical Editor	\$0.00	0	\$0.00
Project Coordinator	\$0.00	0	\$0.00
Other 1	\$0.00	0	\$0.00
Other 2	\$0.00	0	\$0.00
Other 3	\$0.00	0	\$0.00
Other 4	\$0.00	0	\$0.00
Other 5	\$0.00	0	\$0.00
Other 6	\$0.00	0	\$0.00
Other 7	\$0.00	0	\$0.00
Other 8	\$0.00	0	\$0.00
Other 9	\$0.00	0	\$0.00
Other 10	\$0.00	0	\$0.00
Subtotal Hours & Direct Labor Costs		3,696	\$203,483.73
Anticipated Salary Increases			\$0.00

0
0

Total Direct Labor Costs \$203,483.73 (1)

II. INDIRECT COSTS

INDIRECT RATE 150.00 % x \$ 203,483.73 = Subtotal \$305,225.60 (2)
 Subtotal (1)

III. FEE (PROFIT)

8 % x \$ 508,709.33 = Subtotal \$40,696.75 (3)
 Total (1) + (2)

IV. OTHER DIRECT COSTS

Item	Amount
Per Diem (20 days)	\$1,120.00
Car Mileage (IRS rate)	\$1,110.00
Travel (Air)	\$6,000.00
Computer Charges	\$0.00
Photocopies (Black & White)	\$2,000.00
Photocopies (Color)	\$5,000.00
Commercial Printing	\$2,505.00
Mail/Courier	\$2,000.00
Hotel (20 nights)	\$2,400.00
Rental Car (20 Days)	\$1,100.00
Ramp/Segment Counts	\$0.00
Corridor Speed Surveys	\$0.00
a	\$0.00
b	\$0.00
c	\$0.00
d	\$0.00
e	\$0.00

Subtotal \$ \$23,235.00 (4)

V. SUBCONSULTANTS COST

RBF Consulting, Inc
 Overland, Pacific and Cutler, Inc (Optional)
 Leighton Group
 ITERIS

\$206,355.72
\$7,515.24
\$49,380.4
\$28,107.5

Total \$ \$290,359.05 (5)

VI. TOTAL AMOUNT

\$863,000 (Total 1-5)

ATTACHMENT 'B' (DRAFT)

PARSONS BRINCKERHOFF

San Bernardino Associated Governments (SANBAG)

I-15 HOT LANES PSR-PDS

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Other 4	\$0.00	0	\$0.00
Other 5	\$0.00	0	\$0.00
Other 6	\$0.00	0	\$0.00
Other 7	\$0.00	0	\$0.00
Other 8	\$0.00	0	\$0.00
Other 9	\$0.00	0	\$0.00
Other 10	\$0.00	0	\$0.00
Subtotal Hours & Direct Labor Costs		3,696	\$203,483.73
Anticipated Salary Increases			\$0.00

0
0

Total Direct Labor Costs \$203,483.73 (1)

0

II. INDIRECT COSTS

INDIRECT RATE 150.00 % x \$ 203,483.73 = Subtotal \$305,226.60 (2)
Subtotal (1)

0

III. FEE (PROFIT)

8 % x \$ 508,709.33 = Subtotal \$40,696.75 (3)
Total (1) + (2)

0

IV. OTHER DIRECT COSTS

Item	Amount
Per Diem (20 days)	\$1,120.00
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Travel (Air)	\$6,000.00
Computer Charges	\$0.00
Photocopies (Black & White)	\$2,000.00
Photocopies (Color)	\$5,000.00
Commercial Printing	\$2,505.00
Mail/Courier	\$2,000.00
Hotel (20 nights)	\$2,400.00
Rental Car (20 Days)	\$1,100.00
Ramp/Segment Counts	\$0.00
Corridor Speed Surveys	\$0.00
a	\$0.00
b	\$0.00
c	\$0.00
d	\$0.00
e	\$0.00

Subtotal \$ \$23,235.00 (4)

0

V. TOTAL AMOUNT

\$572,641 (Total 1-5)

ATTACHMENT 'B' (DRAFT)

RBF CONSULTING, INC.

San Bernardino Associated Governments (SANBAG)

I-15 HOT LANES PSR-PDS

PROFESSIONAL PLANNING AND ENGINEERING SERVICES

November 1, 2011

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principal, Segment 2	\$98.55	0	\$0.00
Project Manager, Segment 2 Lead	\$62.50	210	\$13,125.00
Task Manager, Segment 2, Drainage	\$84.14	6	\$504.84
Task Manager, Segment 2, Water Quality	\$84.14	6	\$504.84
Project Engineer	\$46.74	84	\$3,926.16
Project Engineer	\$43.27	44	\$1,903.88
Project Engineer	\$44.72	232	\$10,375.04
Project Engineer	\$42.36	176	\$7,455.36
Project Engineer	\$41.11	12	\$493.32
Project Engineer	\$53.37	32	\$1,707.84
Engineer/Designer	\$37.80	412	\$15,573.60
Engineer/Designer	\$30.70	412	\$12,648.40
Engineer/Designer	\$37.02	32	\$1,184.64
Engineer/Designer	\$35.75	12	\$429.00
Engineer/Designer	\$50.00	32	\$1,600.00
Engineer/Designer	\$0.00	0	\$0.00
Engineer/Designer	\$34.30	12	\$411.60
Engineer/Designer	\$27.80	12	\$333.60

Subtotal Hours & Direct Labor Costs	1,726	\$72,177.12	
Anticipated Salary Increases		\$0.00	
Total Direct Labor Costs		\$72,177.12	(1)

II. INDIRECT COSTS

INDIRECT RATE	150.00 % x	\$ <u>72,177.12</u>	= Subtotal	\$108,265.68	(2)
		Subtotal (1)			

III. FEE (PROFIT)

	8 % x	\$ <u>180,442.80</u>	= Subtotal	\$14,435.42	(3)
		Total (1) + (2)			

IV. OTHER DIRECT COSTS

Item	Amount
Per Diem	\$0.00
Car Mileage	\$1,665.00
Travel	\$0.00
Computer Charges	\$0.00
Photocopies (Black & White)	\$2,000.00
Photocopies (Color))	\$2,600.00
Commercial Printing	\$0.00
Mail/Courier	\$2,687.50

V. TOTAL AMOUNT

\$28,108 (Total 1-4)

ATTACHMENT 'B' (DRAFT)

OVERLAND, PACIFIC AND CUTLER, INC.

San Bernardino Associated Governments (SANBAG)

I-15 HOT LANES PSR-PDS

PROFESSIONAL PLANNING AND ENGINEERING SERVICES

November 9, 2011

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
RW Project Manager	\$38.46	60	\$2,307.60
RW Project Analyst	\$21.63	22	\$475.86
Subtotal Hours & Direct Labor Costs			82
Anticipated Salary Increases			\$0.00
Total Direct Labor Costs			\$2,783.46 (1)

II. INDIRECT COSTS

INDIRECT RATE 150.00 % x \$ 2,783.46 = Subtotal \$4,175.19 (2)
Subtotal (1)

III. FEE (PROFIT)

8 % x \$ 6,958.65 = Subtotal \$556.69 (3)
Total (1) + (2)

IV. OTHER DIRECT COSTS

Item	Amount
Per Diem	\$0.00
Car Mileage	\$0.00
Travel	\$0.00
Computer Charges	\$0.00
Photocopies (Black & White)	\$0.00
Photocopies (Color)	\$0.00
Commercial Printing	\$0.00
Mail/Courier	\$0.00
Photographs	\$0.00
Intersection Traffic Counts	\$0.00
Ramp/Segment Counts	\$0.00
Corridor Speed Surveys	\$0.00
a	\$0.00
b	\$0.00
c	\$0.00
d	\$0.00
e	\$0.00

Subtotal \$ \$0.00 (4)

V. TOTAL AMOUNT

\$7,515 (Total 1-4)



CONTRACT SUMMARY SHEET

Contract No. C12198 Amendment No.

By and Between

San Bernardino County Transportation Authority and State of California (Caltrans)

Contract Description Interstate 15 (I-15) PSR-PDS

Board of Director's Meeting Date: March 7, 2012	
Overview of BOD Action: Approval of new cooperative agreement with Caltrans.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	102,500	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	102,500	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 102,500

Contract Start Date 3/7/12	Current Contract Expiration Date 6/1/14	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION					
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0850</u> .					
<input type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY?					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate %.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal _____	

 _____ Task Manager Signature	 _____ Project Manager Signature
 _____ Chief Financial Officer Signature	 _____ Contracts Manager Signature
2/2/12 _____ Date	1/31/12 _____ Date
2/2/12 _____ Date	_____ Date

mem
2/2/12

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS," and the

SAN BERNARDINO ASSOCIATED
GOVERNMENTS, a public entity referred to as
AUTHORITY.

RECITALS

CALTRANS and AUTHORITY, collectively referred to herein as PARTIES, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) right of way.

1. AUTHORITY desires to develop a Project Initiation Document (PID) for High Occupancy Toll (HOT) lanes on Interstate 15 (I-15) from Riverside County Line to US-395, referred to herein as "PROJECT."
2. PARTIES acknowledge that this Agreement is only applicable for a project study report/project development support (PSR/PDS) PID.
3. California Government Code section 65086.5 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS.
4. AUTHORITY is willing to develop the PID and is willing to fund one hundred percent (100%) of the PID's costs and fees, including costs to reimburse CALTRANS. If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review of this PROJECT, CALTRANS will agree to amend this Agreement to change the reimbursement arrangement for PID review.

5. CALTRANS will review and approve the PID prepared by AUTHORITY as reimbursed work; will provide relevant proprietary information in the form of existing data dumps, spreadsheets, and maps as reimbursed work; and will also actively participate in the project delivery team (PDT) meetings as reimbursed work.
6. CALTRANS and AUTHORITY hereby set forth the terms, covenants and conditions of this Agreement, under which they will complete the PID.

AGREEMENT

1. AUTHORITY will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of California.
2. AUTHORITY and CALTRANS will complete the activities assigned to it on the Scope Summary - Exhibit A that, is attached to and made a part of this Agreement by reference. Activities marked with "N/A" on the Scope Summary are not included within the scope of this Agreement.
3. The PID shall be prepared in accordance with all State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow if CALTRANS was to prepare the PID.
4. AUTHORITY agrees to pay CALTRANS, an amount not to exceed \$102,500 which includes all Caltrans labor and any work to complete the PID.
5. The effort performed by CALTRANS, as stipulated in this Agreement, will be reimbursed including all direct and applicable indirect costs.
6. PARTIES will not incur costs beyond the funding commitments established in this Agreement.
7. CALTRANS will provide AUTHORITY with relevant and readily available information in the form of data dumps, spreadsheets, and maps as reimbursed work; and will actively participate in the project delivery team (PDT) meetings as reimbursed work.
8. CALTRANS will complete a review of the draft PID and provide its written comments to the AUTHORITY within 60 calendar days from the date CALTRANS received the draft PID from AUTHORITY. AUTHORITY will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by AUTHORITY, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from AUTHORITY.
9. After the AUTHORITY revises the PID to address all of CALTRANS' comments and submits the PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the PID within 30 calendar days from the date

CALTRANS received the draft PID from AUTHORITY. Should CALTRANS require supporting data necessary to defend facts or claims cited in the PID, AUTHORITY will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review.

10. CALTRANS will perform its review and approval in accordance with the provision of the current Project Development Procedures Manual. CALTRANS' review and approval will consist of performing IQA to verify that QC/QA meets department standards and determination that the work is acceptable for the next project component. However, CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID, nor any validation by verifying nor rechecking work performed by AUTHORITY or providing guidance to AUTHORITY. No liability will be assignable to CALTRANS, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of CALTRANS' review and approval of the PID.
11. PID preparation, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse CALTRANS for such work and parties will amend this Agreement.
12. CALTRANS will submit monthly invoices to AUTHORITY, accompanied by reasonable descriptions of the services performed during the preceding month, the fees, and the related expenses.

AUTHORITY will pay invoices within thirty (30) calendar days of receipt of an acceptable invoice.

After both parties agree that all work is complete, CALTRANS will submit a final accounting of all costs. Based on the final accounting, CALTRANS will refund or invoice, as necessary, in order to satisfy the financial commitments of this Agreement.

13. If any hazardous materials, pursuant to Health and Safety Code 25401.1, are found within PROJECT limits, AUTHORITY will notify CALTRANS within 24 hours of discovery.
14. Parties agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
15. If hazardous materials are discovered within PROJECT limits, but outside of SHS right of way, it is the responsibility of AUTHORITY in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

16. CALTRANS' acquisition or acceptance of title to any property on which any hazardous materials are found will proceed in accordance with CALTRANS' policy.
17. CALTRANS' obligations under this Agreement are subject to the appropriations of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
18. Neither AUTHORITY nor any officer or employee or agents thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS 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 will fully defend, indemnify, and save harmless AUTHORITY and all of its officers, employees and agents 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 or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
19. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AUTHORITY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY under this Agreement. It is understood and agreed that AUTHORITY will fully 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 or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY and/or its agents under this Agreement.
20. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the PARTIES hereto and no oral understanding or agreement not incorporated herein shall be binding on any PARTY (IES) hereto.
21. This Agreement will terminate 90 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing, but no longer than June 1, 2014. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES ON FOLLOWING PAGE

SIGNATURES

Parties declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

By: _____
Raymond W. Wolfe, PhD
District Director

By: _____
Larry McCallon
Board President

CERTIFIED AS TO FUNDS:

ATTEST

By: _____
Lisa Pacheco
District Budget Manager

By: _____
Vicki Watson
Board Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM

By: _____
Deputy Attorney

By: _____
Penny Alexander-Kelley
Legal Counsel

APPROVED AS TO FINANCIAL TERMS:

CONCURRENCE

By: _____
HQ Accounting

By: _____
Kathleen Murphy-Perez
Contracts Manager

EXHIBIT A SCOPE SUMMARY (PSR/PDS)

4	5	6	7	Description	CALTRANS	AUTHORITY	N/A
0	100			PROJECT MANAGEMENT FOR DEVELOP PROJECT INITIATION DOCUMENT [PSR-PDS] (Note: PMP is not required.)	X	X	
		05		QUALITY MANAGEMENT PLAN		X	
		10		RISK REGISTER		X	
		15		COMMUNICATION PLAN			X
		20		PROJECT DEVELOPMENT TEAM MTGS		X	
		30		CO-OP AGREEMENT FOR PSR-PDS REIMBURSEMENT	X		
		40		CO-OP AGREEMENT FOR PA&ED PHASE	X		
1	150			DEVELOP PROJECT INITIATION DOCUMENT [PSR-PDS]	X	X	
		05		TRANSPORTATION PROBLEM DEFINITION AND SITE ASSESSMENT		X	
			05	PROVISION OF EXISTING REPORTS, DATA, STUDIES AND MAPPING		X	
			10	PROVISION OF EXISTING GEOLOGICAL INFORMATION		X	
			15	PROVISION OF EXISTING UTILITY INFORMATION		X	
			20	PROVISION OF ENVIRONMENTAL CONSTRAINTS INFORMATION		X	
			25	PROVISION OF EXISTING TRAFFIC FORECASTS/MODELING		X	
			30	PROVISION OF EXISTING SURVEYS AND MAPS		X	
			35	PROBLEM DEFINITION (GET & DOCUMENT CONSENSUS ON P&N STATEMENT)		X	
			45	AS-BUILT CENTERLINE AND EXISTING RIGHT OF WAY			X
			50	DISTRICT GEOTECHNICAL INFORMATION SCAN			X
			90	INDEPENDENT QUALITY ASSURANCE (IQA) PROCESS	X		
		10		INITIAL ALTERNATIVES DEVELOPMENT (PSR-PDS – DEVELOP ALTERNATIVES)		X	
			05	PUBLIC/LOCAL AGENCY INPUT (PSR-PDS)		X	
		15		ALTERNATIVES ANALYSIS		X	
			05	RIGHT OF WAY ASSESSMENT		X	
			10	UTILITY ASSESSMENT		X	
			15	RAILROAD INVOLVEMENT AND ASSESSMENT		X	
			25	PRELIMINARY MATERIALS REPORT (PSR-PDS PRELIMINARY MATERIALS INFORMATION)		X	
			35	MULTIMODAL CONSIDERATIONS (SEE PRE-PID SCOPING CHECKLIST)		X	
			40	HYDRAULIC ASSESSMENT		X	
			50	TRAFFIC STUDIES (PSR-PDS – PRELIMINARY TRAFFIC ENGINEERING ASSESSMENT)		X	
			55	CONSTRUCTION ESTIMATES (PSR-PDS)		X	
		20		PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT		X	

		05	INITIAL NOISE STUDY (PSR-PDS – EXISTING NOISE INFORMATION)		X	
		10	HAZARDOUS WASTE INITIAL SITE ASSESSMENT (PSR-PDS – EXISTING HAZARDOUS WASTE INFORMATION)		X	
		15	SCENIC RESOURCE AN LANDSCAPE ARCHITECTURE REVIEW (PSR-PDS – EXISTING SCENIC RESOURCE AN LANDSCAPE INFORMATION)		X	
		30	INITIAL RECORDS & LITERATURE SEARCH FOR CULTURAL RESOURCES (PSR-PDS – EXISTING RECORDS & LITERATURE SEARCH FOR CULTURAL RESOURCES)		X	
		50	INITIAL FLOODPLAIN STUDY (PSR-PDS – EXISTING FLOODPLAIN STUDY)		X	
		60	PRELIMINARY PEAR PREPARATION (PSR-PDS)		X	
		65	INITIAL PALEONTOLOGY STUDY (PSR-PDS – EXISTING PALEONTOLOGY)		X	
		25	APPROVE PID [PSR – PDS]	X	X	
		05	DRAFT PID (PSR-PDS – COMPLETE PID)		X	
		20	PID CIRCULATION REVIEW AND APPROVAL (PSR-PDS)	X		
		25	STORM WATER DATA		X	
		35	REQUIRED RIGHT OF ENTRY DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT		X	
		40	PERMIT IDENTIFICATION DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT		X	
		45	BASE MAPS FOR PSR-PDS		X	



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 11

Date: February 9, 2012

Subject: North Milliken Avenue/Union Pacific Railroad (UPRR) Grade Separation Project in the City of Ontario

Recommendation:* Approve Amendment No. 2 to Contract No. R10195 with City of Ontario for construction of the North Milliken Grade Separation Project.

Background: **This is an amendment to an existing contract.** In May 2010, SANBAG approved Construction Cooperative Agreement No. R10195 with the City of Ontario to define the roles and responsibilities of the agencies in constructing a rail grade separation project along Milliken Avenue at the Union Pacific Railroad crossing, the North Milliken Grade Separation. The cooperative agreement defined the various funding sources; defined project construction cost sharing responsibility between SANBAG and the City at 80% and 20%, respectively; and contemplated a total cost of construction of \$63,000,000.

On June 30, 2010, the California Transportation Commission (CTC) allocated to SANBAG, \$45,089,000 in State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds for construction of the North Milliken Grade Separation Project.

On September 27, 2010, the City of Ontario entered into Agreement No. 75GS6111 with the California Department of Transportation, Division of Rail, to

*

Approved
 Major Projects Committee

Date: February 9, 2012

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	CTC	CTA	SAFE	CMA
-----	-----	-----	------	-----

Check all that apply.
 MPC1202a-sn
 Attachment: R1019502

accept a \$5,000,000 Section 190 Grant for construction of the North Milliken Grade Separation Project. Per provisions of the SANBAG/City of Ontario construction cooperative agreement No. R10195, the Section 190 Grant was to be applied toward reducing the total project construction cost before determining the agencies funding obligations based on the 80/20 cost sharing formula.

In March 2011, SANBAG and the City of Ontario approved Amendment No. 1 to Contract No. R10195 to reduce the parties' financial obligations based on the award of the \$5,000,000 Section 190 Grant and an additional \$13,600,000 in savings on the construction management and construction contracts, which were awarded at amounts lower than the original estimates. SANBAG intended to reprogram \$11.3 million in STIP/RIP savings, but was later informed by CTC that the STIP/RIP funds allocated for North Milliken Grade Separation were to be treated as a grant, and any unused funds could not be reprogrammed to other projects, but would instead revert back to the State.

Realizing the importance in utilizing STIP/RIP funds to the maximum extent possible, staff from SANBAG and the City of Ontario developed a plan whereby SANBAG will expend an estimated additional \$6,241,910 in STIP/RIP funds on eligible project construction costs for the North Milliken Grade Separation to replace a portion of the City's 20% Development Impact Fee (DIF) share of costs, and the City will apply as a credit, the City's unexpended share of the actual costs of the project toward SANBAG's share of the future costs of construction of the South Milliken and Vineyard Avenue Grade Separation Projects.

In February 2012, the City of Ontario identified a necessary addition to the project, to extend the concrete pavement on northbound Milliken Avenue approximately 250 feet to south of Airport Road at an estimated cost of \$175,000. This additional cost will be 100% reimbursable by the City of Ontario.

Staff recommends approval of the subject cooperative agreement amendment that revises the funding plan to maximize use of STIP/RIP funds on the North Milliken Grade Separation Project.

Financial Impact: Approval of this item is consistent with the Fiscal Year 2011/2012 budget for Task 0882.

Reviewed By: This item will be reviewed by the Major Projects Policy Committee on February 9, 2012. SANBAG General Counsel and the Contracts Manager have reviewed and approved the cooperative agreement amendment as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

**AMENDMENT NO. 2 TO
COOPERATIVE AGREEMENT NO. R10195
BY AND BETWEEN**

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF ONTARIO

FOR

**CONSTRUCTION OF NORTH MILLIKEN AVENUE/UPRR ALHAMBRA
SUBDIVISION GRADE SEPARATION PROJECT ("PROJECT")**

This Amendment No. 2 to COOPERATIVE AGREEMENT R10195 is effective on the "Effective Date" identified herein by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as "AUTHORITY" and the CITY OF ONTARIO, hereinafter referred to as "CITY," and sometimes collectively hereinafter referred to as "PARTIES."

RECITALS:

WHEREAS, in April 2010, the California Transportation Commission (CTC) allocated to AUTHORITY \$45,089,000 in State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds for construction of PROJECT; and

WHEREAS, on May 12, 2010, the PARTIES entered into Cooperative Agreement No. R10195 for the construction of the Milliken Avenue/UPRR Alhambra Subdivision Grade Separation Project (hereinafter referred to as the "PROJECT"); and

WHEREAS, on September 27, 2010, the CITY secured a \$5,000,000 Section 190 Grade Separation Program grant from the State of California Division of Rail for construction of the PROJECT; and

WHEREAS, on March 2, 2011 the PARTIES amended the terms and conditions and their respective roles and responsibilities during the construction of the PROJECT by entering into Amendment No. 1 to Cooperative Agreement R10195; and

WHEREAS, the PARTIES now aspire to maximize use of AUTHORITY's allocated STIP/RIP funds for construction of PROJECT, and apply as a credit, the City of Ontario's unexpended local nexus share of PROJECT construction costs toward AUTHORITY's share of

construction costs for the South Milliken and Vineyard Grade Separation projects currently under development by the PARTIES; and

WHEREAS, the PARTIES will include the additional local nexus share in the South Milliken and Vineyard Grade Separation projects' future construction Coop Agreements; and

WHEREAS the CITY now aspires to extend the new concrete pavement on northbound Milliken Avenue approximately 250 feet to south of Airport Road and the CITY will provide 100% funding for this added scope with an estimated cost of \$175,000(Construction Change Order Number 10 adds this paving work from approximate Station 213+50 to approximate Station 215+80, which ties into the new PCC pavement being constructed as part of this PROJECT) ; and

WHEREAS, the PARTIES desire to amend the terms and conditions and their respective roles and responsibilities during the construction of the PROJECT by entering into this Amendment No. 2 to Cooperative Agreement R10195.

NOW, THEREFORE, AUTHORITY and CITY agree to amend the Agreement in the following particulars only:

1. Under SECTION I, entitled "CITY AGREES", as previously amended by Amendment No. 1, paragraph 4 is hereby replaced in its entirety by the following:

"4. To apply the CITY's unexpended twenty percent (20%) share of the actual costs for CONSTRUCTION WORK up to a total amount of \$6,241,910 as identified in Table C-2 of Attachment 1-2, attached hereto and incorporated herein by this reference, toward the future costs of construction of the South Milliken and Vineyard Avenue Grade Separation Projects. These funds will be applied in equal amounts toward the costs of construction of each project in addition to the CITY's nexus share of construction costs for each project. Furthermore, to reimburse AUTHORITY for 100% of the costs of the additional concrete pavement on northbound Milliken Avenue, currently estimated at a total cost of \$175,000."

2. Under SECTION II, entitled "AUTHORITY AGREES", paragraph 1 is hereby replaced in its entirety by the following:

"1. Having received allocation of Regional Improvement Program (RIP) funding obligation through the California Transportation Commission, to contribute up to \$33,767,640 of RIP funds towards AUTHORITY's 80% share plus up to \$6,241,910 of RIP funds towards CITY's 20% share of actual costs of CONSTRUCTION WORK, for a not to exceed total of \$40,009,550 as identified in Tables A-2 and C-2 of Attachment 1-2, attached hereto and incorporated herein by this reference. "

3. Under SECTION III, entitled "IT IS MUTUALLY AGREED:" as previously amended by Amendment No. 1, paragraph 6 is hereby amended by revising all references to

“Attachment 1” to read, “~~Attachment 1-2~~”, attached hereto and incorporated herein by this reference.

4. Under SECTION III, paragraph 15 as amended in Amendment No. 1 is hereby deleted in its entirety.
5. The “Effective Date” of this Amendment No. 2 is upon the AUTHORITY’s execution.

IN WITNESS THEREOF, the PARTIES hereto have caused this Amendment No. 2 to be executed by their respective officials, thereunto duly authorized.

CITY OF ONTARIO

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

Chris Hughes, City Manager

Larry McCallon,
President, Board of Directors

Date

Date

Approved as to Form:

Approved as to Form:

John Brown, City Attorney

Penny Alexander-Kelley,
General Counsel

Attested By:

Concurrence:

Mary E. Wirtes, City Clerk

Kathleen Murphy-Perez
Contracts Manager

ATTACHMENT 1-2

Table A-2 Project Funding Summary

Agreement	SANBAG	City of Ontario		UPRR	Section 190 Grant	Total
		DIF	SCE Rule 20A			
STIP/RIP	\$40,009,550.00					\$40,009,550.00
Ontario Funds		\$1,175,000.00 ¹	\$1,200,000.00			\$2,650,000.00
Railroad Contribution				\$2,161,163.00		\$2,161,163.00
CPUC Grant					\$5,000,000.00	\$5,000,000.00
Total	\$40,009,550.00	\$1,175,000.00	\$1,200,000.00	\$2,161,163.00	\$5,000,000.00	\$49,820,713.00

¹ Additional \$175,000 CITY expenditure for the extension of concrete pavement on North Milliken (not part of project sharing);

Table B-2 Project Cost Summary

Construction Bid (C.C. Myers)		\$27,160,048.00
10% Contingency	+	\$2,716,005.00
Subtotal of base construction	=	\$29,876,053.00
UPRR track work	+	\$11,199,622.00
Additional Concrete paving on North Milliken	+	\$175,000.00
Subtotal of construction	=	\$41,250,675.00
Kinder Morgan Inspection	+	\$360,000.00
UPRR Flagging	+	\$566,000.00
Construction Management (Nolte)	+	\$4,573,671.00
Contingency (Nolte CM contract)	+	\$595,367.00
Total Construction	=	\$47,345,713.00
SANBAG Administrative Costs 1	+	\$750,000.00
SCE Relocation 2	+	\$1,200,000.00
Cost of Transloading Agreements 1	+	\$250,000.00
Total Estimated Project Cost	=	\$49,545,713.00
Less UPRR contribution	-	\$2,161,163.00
Less Section 190 Grant	-	\$5,000,000.00
Total Estimated Cost	=	\$42,384,550.00

1 SANBAG Administrative and Transloading Agreement costs to be paid exclusively with Ontario DIF. SANBAG 80% share to be transferred to CM and construction costs.

2 SCE relocation costs already paid by Ontario. Credit City with SANBAG's 80% share of cost to CM and construction.

TABLE C-2 Project Cost Sharing Summary

Agreement	Amount	CPUC & UPRR Contribution ¹	SANBAG - STIP/RIP			City - DIF		
			80% share	Contribution	Credit/(Deficit) ⁴	20% share	Contribution	Credit/(Deficit) ⁴
CC Myers Construction Contract	\$29,876,053.00	\$6,664,150.37	\$18,171,912.00 ⁵	\$23,974,890.00	\$5,802,978.00	\$4,542,978.00		(\$4,542,978.00)
UPRR Flagging	\$566,000.00	\$30,804.11	\$452,800.00	\$366,000.00	(\$86,800.00)	\$113,200.00		(\$113,200.00)
Kinder Morgan Inspection	\$360,000.00	\$20,790.00	\$288,000.00	\$0.00	(\$288,000.00)	\$72,000.00		(\$72,000.00)
SANBAG Administrative Costs ³	\$750,000.00		\$600,000.00		(\$600,000.00)	\$150,000.00	\$750,000.00	\$600,000.00
Additional North Milliken Paving	\$175,000.00						\$175,000.00 ⁶	
SCE Relocation ³	\$1,200,000.00		\$960,000.00		(\$960,000.00)	\$240,000.00	\$1,200,000.00	\$960,000.00
Cost of Transloading Agreements ²	\$250,000.00		\$200,000.00		(\$200,000.00)	\$50,000.00	\$250,000.00	\$200,000.00
UPRR Track Work	\$11,199,622.00	\$305,094.60	\$8,959,697.60	\$10,999,622.00	\$2,039,924.40	\$2,239,924.40		(\$2,239,924.40)
Construction Management (Nolte)	\$5,169,038.00	\$140,323.92	\$4,135,230.40	\$4,669,038.00	\$533,807.60	\$1,033,807.60		(\$1,033,807.60)
Total Construction Costs	\$49,545,713.00	\$7,161,163.00	\$15,595,728.00	\$40,009,550.00	\$6,241,910.00	\$3,898,932.00	\$2,375,000.00	(\$6,241,910.00)
Total SANBAG or City Shared Cost ²	\$42,384,550.00	\$0.00	\$33,767,640.00	\$40,009,550.00	\$6,241,910.00	\$8,441,910.00	\$2,375,000.00	(\$6,241,910.00)

Actual Split (%)

80%

94.4%

20%

5.6%

¹ \$5,000,000.00 Section 190 Grade Separation Program Grant(CPUC) and UPRR contribution of \$2,161,163.00, totaling \$7,161,163.00.

² Net shared cost is total construction contract minus CPUC & UPRR contribution (\$49,370,713 - \$ 7,161,163)

³ Estimated Cost

⁴ Credit/Deficit to be applied to S. Milliken and Vineyard Grade Separation Projects.

⁵ 80%/20% of \$22,714,890 (\$29,876,053 - \$7,161,163)

⁶ \$175,000 City expenditure at 100% City share per Note 1, Table A-2;



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 12

Date: February 9, 2012

Subject: Right of way appraisals and acquisitions for the Palm Avenue Grade Separation Project

- Recommendation:***
1. Approve appraisals on properties needed for the Palm Avenue Grade Separation project listed in Attachment "A" of this agenda item, copies of which are on file with the Director of Project Delivery.
 2. Authorize acquisition of parcels needed for the Palm Avenue Grade Separation Project as listed in Attachment "A" at a not to exceed aggregate total of \$2,000,000.
 3. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for required properties identified in Attachment "A" for construction of the Palm Avenue Grade Separation Project similar to that procedure utilized pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507)

Background: **Recommendation 1:** SANBAG, in conjunction with the City of San Bernardino is proceeding with the Palm Avenue Grade Separation project. This project is utilizing State Trade Corridors Improvement Funds (TCIF) which require award of a construction contract no later than 2013. The design of the project is through 95% Plans, Specifications, and Estimate (PS&E) and the right of way requirements have been identified. SANBAG's right of way consultant,

*

Approved
 Major Projects Committee

Date: February 9, 2012

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
-----	--	-----	---	-----	---	------	--	-----	--

Check all that apply.

MPC1202d-das

Attachments: MPC1202d1-das and MPC1202d2-das

Overland, Pacific and Cutler (OPC) Services, has completed appraisals of 11 parcels. The 11 parcels are summarized in Attachment "A" and include permanent easements and temporary construction easements with a total appraised value of \$2,000,000. Copies of these appraisals are on file with the Director of Project Delivery. These appraisals have been reviewed by a senior appraiser and by SANBAG's independent right of way advisor for compliance with necessary processes and meeting fair compensation requirements. Staff recommends approval of these appraisals.

Recommendation 2: SANBAG is also required by Federal and State law to provide relocation assistance (RAP) for property owners that are displaced and/or require relocation of personal property. Additional acquisition costs include any demolition that is required to clear the property of existing improvements on the acquired right of way. The total estimated acquisition cost for all properties identified in Attachment "A" is \$2,000,000 and includes the appraised costs, RAP and demolition costs, and a contingency. Staff requests that the Board authorize the project team to proceed with offers to the property owners, with this aggregate cost limit for the sum of these offers. The Board should be aware that while condemnation actions for these properties is a last resort and SANBAG's consultant will go to every possible extent to avoid such actions, there is a potential that these properties may need to be acquired through eminent domain proceedings. The funding for the right of way phase is through a mixture of Federal Congestion Mitigation and Air Quality (CMAQ) funds, Measure I 2010-2040 Major Streets funds, and a fair share contribution from the City of San Bernardino. Staff recommends approval of this recommendation.

Recommendation 3: Acquisition of these easements in a timely manner is critical to maintaining the planned construction schedule for the project. Staff is recommending that the Board authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements, similar to the procedure used pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). This Board-approved policy establishes a standard administrative process for acquisition of right-of-way whereby the Executive Director and Director of Program Management are authorized to pursue acquisitions utilizing certain factors, such as an available appraisal, the inexact nature of the process by which just compensation is determined through legal processes, and the impact of such acquisitions through voluntary settlement on the project-wide perspective, including, e.g., project deadlines and funding issues. This process is appropriate for the acquisition of the 11 properties identified herein. A standard agreement and easement format will be used for these acquisitions and a copy of these standard agreements and easements is attached for reference.

Financial Impact: This item is consistent with the adopted Fiscal Year 2011/2012 budget, Task No. 87412000.

Reviewed By: This item will be reviewed by the SANBAG Major Projects Committee on February 9, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed this item and attached items as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Palm Avenue Grade Separation Property Acquisitions- Attachment "A"

APN	Owner	Type
0262-051-02	San Bernardino County Flood Control District	Partial fee take
0266-021-17, 18, 32, and 39	San Bernardino Universal Self Storage, LLC	Part takes-permanent and temporary construction easements
0266-021-44	Wallace M. and Kathryn G. Francis	Full take-fee
0266-041-22	Fred G. Walter and son	Temporary construction easement
0266-041-62	Palm Avenue SB LLC	Part takes-permanent and temporary construction easements
0266-041-69	Gaelle II, LLC	Temporary construction easement
0266-041-70	Gurbax R. and Rajni Marwah Trustees of the Marwah Family Trust	Temporary construction easement
0266-011-13	Atchison, Topeka & Santa Fe Railway Company (BNSF Railroad)	Part takes-permanent and temporary construction easements

Attachment "B"

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: _____

(PROJECT NAME)

NO FEE PER GOVERNMENT CODE SECTION 6103
SPACE ABOVE FOR RECORDER'S USE

GRANT OF EASEMENT

This Grant of Easement is entered into by and between the _____
called Grantor, and the San Bernardino County Transportation Commission, hereinafter called
Commission.

For a valuable consideration receipt of which is hereby acknowledged, hereby GRANTS unto
Commission, its officers, agents and employees and persons under contract with said Commission
and their employees, A PERMANENT ROADWAY EASEMENT FOR STREET, HIGHWAY
AND UTILITY PURPOSES IN, OVER, UNDER AND ACROSS, the real property in the County
of San Bernardino, described as follows: Exhibit "A", Legal Description, and Exhibit "B", Plat,
attached hereto and made part hereof.

Date _____

(Type Grantor's Name Here)

By _____

Print Name _____

Print Title _____

PROJECT NAME: _____

APN: _____

Certificate of Acceptance

This is to certify that the interest in the EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: _____

Executive Director

Date: _____

Attachment "C"

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: _____

Palm Avenue Grade Separation

NO FEE PER GOVERNMENT CODE SECTION 6103
SPACE ABOVE FOR RECORDER'S USE

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement is entered into by and between the _____ called Grantor, and the San Bernardino County Transportation Commission, hereinafter called Commission.

For a valuable consideration receipt of which is hereby acknowledged, _____ hereby GRANTS unto Commission, its successors and assigns, a TEMPORARY CONSTRUCTION EASEMENT in, over, under and across the real property in the County of San Bernardino, State of California described as follows: Exhibit "A", Legal Description; and depicted in Exhibit "B", Plat Map, attached hereto and made part hereof.

It is understood that said temporary construction easement shall extend for a period of (24) months commencing forty eight (48) hours after Commission provides written notification to Grantor of its intent to commence construction.

At the expiration of the Temporary Construction Easement, Commission shall restore such property to a condition as near as practicable to the condition that existed immediately prior to Commission's operations.

Date _____

(Type Grantor's Name Here)

By _____

Print Name _____

Attachment "C"
Print Title _____

Palm Avenue Grade Separation
APN: _____

Certificate of Acceptance

This is to certify that the interest in the TEMPORARY CONSTRUCTION EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: _____
Executive Director

Date: _____

Attachment "D"

PARCEL NO.:
APN:
TITLE REPORT NO:
PROJECT: PALM AVENUE GRADE SEPARATION
FEDERAL ID NO:

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT is entered into this ____ day of _____, 2012 by and between the San Bernardino County Transportation Commission, (hereinafter called Commission), and _____ (hereinafter called Seller) for acquisition by Commission of certain real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Commission, and Commission agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement (hereinafter called Agreement), all that certain real property (hereinafter called Property) situated in the City of San Bernardino County of San Bernardino, State of California, and legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of

AND NO/100 DOLLARS
(\$000,000)

3. **CONVEYANCE OF TITLE.** Seller agrees to convey by Grant Deed to Commission _____ title to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:
 - a. Non-delinquent taxes for the fiscal year in which this transaction closes which shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of this transaction.
 - b. Quasi-public utility, public alley, public street easements, and rights of way of record (except rights in any such items conveyed under this Agreement).
 - c. Items numbered _____ in the above referenced preliminary title report issued by _____ Title Company dated _____.
- 3.1. Seller agrees to convey to Commission a Temporary Construction Easement in, on, over and above the portion of the subject property depicted on the attached Exhibit "B" and incorporated herein by this reference.
- 3.2. Seller further agrees to convey to the respective public or quasi-public entity referenced in the Easement Deed(s) attached hereto as Exhibit "C" and incorporated herein by this reference.

4. **TITLE INSURANCE POLICY.** Escrow Agent shall, following recording of said deed(s) to Commission, provide Authority with CLTA Standard Coverage Policy of Title Insurance in the amount of \$000,000 issued by _____ Title Company showing the title to the property vested in Commission, subject only to the exceptions set forth in Paragraph 3 of this Agreement and the printed exceptions and stipulations in said policy. Commission agrees to pay the premium charged therefore.
5. **ESCROW.** Commission agrees to open an escrow in accordance with this Agreement at an escrow company of Commission's choice. This Agreement constitutes the joint escrow instructions of Commission and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow within ninety (90) days following the Opening Date.

Seller shall execute and deliver said deed(s) as referenced in Paragraph 3, above, to Escrow Agent concurrently with this Agreement, or as soon as possible thereafter when said deeds are available. After opening of escrow, Commission will deposit an executed Certificate of Acceptance with Escrow Agent. Commission agrees to deposit the purchase price upon demand of Escrow Agent. Commission and Seller agree to deposit with Escrow Agent any additional instruments as may be reasonably necessary to complete this transaction.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

6. **ESCROW AGENT IS AUTHORIZED TO, AND SHALL:**

- a. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Paragraph 3 of this Agreement;
- b. Pay and deduct from the amount shown in Paragraph 2 above, any amount necessary to satisfy any delinquent taxes together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this Agreement;
- c. Pay and deduct from the amounts payable to Seller under Paragraph 2 of this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with terms and conditions of said trust deed(s) or mortgage(s) including late charges, if any, except penalty (if any), for payment in full in advance of maturity, shall, upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder;
- d. Pay and charge Commission for all recording fees incurred in this transaction including payment of reconveyance fees and forwarding fees for partial or full reconvenances of deeds of trust or release or mortgage by Commission;
- e. Pay and charge Commission for any escrow fees, charges, and costs payable under Paragraph 7 of this Agreement;
- f. Disburse funds and deliver deed when conditions of this escrow have been fulfilled

by Commission and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE WITHIN (90) DAYS FOLLOWING THE ESCROW OPENING DATE.

7. **ESCROW FEES, CHARGES AND COSTS.** Commission agrees to pay all Commission's and Seller's usual fees, charges, and costs which arise in this escrow.
8. **POSSESSION AND USE.** It is the intent of this Agreement to consummate the escrow.

Commission requires immediate possession of a portion of the Easement Area to construct the proposed Project. One of the purposes of this Agreement is to allow Commission to proceed with the construction of the Project without delay.

In consideration of the sum to be paid to Seller and any other consideration set forth herein, Seller hereby grants to Commission, its contractors, agents and all others deemed necessary by Commission, the irrevocable right to possession and use of the Easement Area including the right to remove and dispose of improvements located therein. In consideration for this irrevocable grant of possession and use, concurrently with the opening of escrow (as defined above), Commission will deposit in escrow the full cash portion of the Purchase Price. Commission's right to possession of the Easement Area shall be conditioned upon and shall commence on the date said sum is paid into escrow (as defined above).

Upon taking possession, Commission shall be solely responsible for the Easement Area and shall defend, indemnify and hold Seller harmless from and against any and all claims arising out of or related to Commission's possession and use thereof. If Commission does not complete the purchase of the Easement Area and this Agreement is terminated or canceled, for any reason except Seller's default, Commission shall, at Commission's sole cost and expense, completely restore the Easement Area to its condition as existed immediately prior to Commission taking possession under this Section 8.

By granting the irrevocable right to possession and use of the Easement Area to Commission as described herein, Seller agrees that (a) Seller specifically waives the notice required by Code of Civil Procedure Section 1245.235 of the hearing of the matter referred to in Code of Civil Procedure Section 1240.030 and the adoption of the resolution of necessity by Commission, authorizing the taking of the Easement Area; and (b) Seller shall not object to the filing of an eminent domain proceeding to acquire the Easement Area; and (c) in any eminent domain action filed by Commission to acquire the Easement Area, Seller shall not challenge Commission's right to take such property, and the only issue shall be the amount of just compensation for the Easement Area. The right to possession described in this Section 8 will survive any termination of escrow prior to Closing.

9. **FULL AND COMPLETE SETTLEMENT.** Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Commission, by reason of Commission's acquisition of the Property,

specifically including, but not limited to, any and all damage to Seller's remainder property by reason of the acquisition of the subject Property or the installation of the improvement project in the manner proposed, the value of improvements pertaining to the realty, leasehold improvements, any and all claims of rental or leasehold value and loss of business goodwill (excluding relocation benefits, if any), and any and all claims in inverse condemnation and for precondemnation damages, and any and all other claim that Seller may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by Commission of this subject Property; however Seller and Commission, and each and all of their individual collective agents representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them, from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitations those relating to just compensation, damages, which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to any condemnation action affecting the subject Property.

10. CONSTRUCTION CONTRACT AND CURATIVE WORK.

- a. It is understood and agreed by and between the parties hereto in addition to the compensation shown in Paragraph 2 hereinabove, the Commission, its contractors or assigns, shall perform the following construction contract items at the time of the installation of the proposed project:

i. (i.e. Adjust grade of ingress, egress area if any.)

ii.

All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated or reconstructed by the Commission, shall be left in as good condition as found.

- b. It is understood and agreed by and between the parties hereto that the compensation paid to Seller through this Agreement includes the value of and cost to remove, relocate, reconstruct, and/or refurbish the following improvements located on the Property.

i.

It is further understood between the parties hereto that if the improvements referred to in Paragraph 9b above are not removed from the subject property prior to _____, but not sooner than the close of escrow, Commission, its agents, contractors, or assigns, shall have the right to remove said improvements and dispose of same in any manner Commission deems appropriate without further notice or responsibility to Seller whatsoever.

- 11. PERMISSION TO ENTER ON PREMISES.** Seller hereby grants to Commission, its authorized agents or contractors, if necessary by reason of the above-mentioned improvement, the right to enter upon Seller's property upon 48 hours prior written notice to perform the construction items referred to in Paragraph 9a above and for any of the following reasons.

- a. To make necessary and reasonable inspections.

b.

12. RENTAL AND LEASEHOLD INTEREST. Seller warrants that there are no third parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers, or invitees, and that there are no oral or written recorded or unrecorded leases or other agreements concerning all or any portion of the Property exceeding a period of one month. Seller further agrees to hold Commission harmless and reimburse Commission for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Seller for a period exceeding one month, EXCEPT: None.
13. EMINENT DOMAIN DISMISSAL. Seller and Commission acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Seller acknowledges that the sums received from Commission under this Agreement constitute full payment of just compensation in eminent domain (including, but not limited to, compensation for the fair market value of the real property taken, severance damages, improvements to the realty, furniture, fixtures, equipment, the value of any leasehold interest, loss of inventory, loss of business goodwill, court costs, litigation expenses and any interest which might be due on such matters). Seller acknowledges that the amounts paid under this Agreement constitute the total amount due Seller, and that no further payments are due, owing or payable. Seller waives any other claims it might have for further payment or further compensation, and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith.
14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Commission that:
 - a. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
 - b. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
 - c. Until the closing, Seller shall not do anything which would impair Seller's title to any of the Property.
 - d. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
 - e. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Commission.
 - f. Seller, at the time of execution of this Agreement, is seized of the Property in fee simple absolute and is the lawful owner of and has good, indefeasible title to the Property.
15. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any

Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. **COMPLIANCE WITH ENVIRONMENTAL LAWS.** To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.
17. **INDEMNITY.** Seller agrees to indemnify, defend and hold Commission harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill,

release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. **COUNTERPARTS.** This agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
19. **CONTINGENCY.** It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Commission herein. The execution of these documents and the delivery of same to Escrow Agent constitutes said acceptance and approval.
20. **NO BROKERS.** Commission and Seller each represents to the other that no brokers have been involved in this transaction. Commission and Seller agree to indemnify one another against any claim, suits, damages and costs incurred or resulting from the claims of any person for any fee or remuneration due in connection with this transaction pursuant to a written agreement made with said claimant.
21. **JURISDICTION AND VENUE.** This Agreement shall be governed by and constructed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in Orange County.
22. **ASSIGNMENT.** The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. Commission may freely assign any or all of its interests or rights under this Agreement or under the Escrow without the consent of Seller.
23. **COOPERATION.** Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.
24. **ENTIRE AGREEMENT, WAIVER AND MODIFICATION.** This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER

SELLER

MAILING ADDRESS

SB COUNTY COMMISSION

Approved:

By: _____
{name}
{title}

Date
Approved as to Form:

By: _____
{name}
General Counsel

PLACEHOLDER FOR EXHIBIT A

PLACEHOLDER FOR EXHIBITS B AND/OR C
(If Applicable)

APN: _____
TITLE REPORT NO: _____
PROJECT: Palm Avenue Grade Separation
FEDERAL ID No.: _____

**AGREEMENT FOR ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT is entered into this day of ____, 2012 by and between the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California (hereinafter called "Buyer"), and _____ (hereinafter called "Seller") for acquisition by Buyer of a temporary construction easement ("TCE") as described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement (hereinafter called "Agreement"), a TCE over all that certain real property (hereinafter called "Property") situated in the City of San Bernardino, County of San Bernardino, State of California, and described in Exhibit "A" and depicted in Exhibit "B", both of which are attached hereto.
2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of

Purchase Price
(\$0.00)
3. **CONVEYANCE OF EASEMENT.** Seller agrees to convey to Buyer a TCE in, on, over and above the Property.
4. **ESCROW.** Buyer may elect to open an escrow in accordance with this Agreement at an escrow company of Buyer's choice. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties agree to perform all acts reasonably necessary to close this escrow in the shortest possible time.

Seller shall execute and deliver said deed(s) as referenced in Paragraph 3, above, to Escrow Agent concurrently with this Agreement, or as soon as possible thereafter when said deeds are available. After opening of escrow, Buyer will deposit an executed Certificate of Acceptance with Escrow Agent. Buyer agrees to deposit the purchase price upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be reasonably necessary to complete this transaction.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

5. CLOSE OF ESCROW. Escrow Agent is authorized to and shall disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller. The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.

6. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.
7. FULL AND COMPLETE SETTLEMENT. Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the TCE, specifically including, but not limited to, any and all damage to Seller's remainder property by reason of the acquisition of the TCE or the installation of the improvement project in the manner proposed, the value of improvements pertaining to the realty, leasehold improvements, any and all claims of rental or leasehold value and loss of business goodwill (excluding relocation benefits, if any), and any and all claims in inverse condemnation and for precondemnation damages, and any and all other claims that Seller may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by Buyer of the TCE; however Seller and Buyer, and each and all of their individual collective agents representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them, from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitations those relating to just compensation, damages, which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to any condemnation action affecting the subject Property.
8. CONSTRUCTION CONTRACT AND CURATIVE WORK.

- a. In addition to the compensation shown in Paragraph 2 hereinabove, Buyer, its contractors or assigns, shall perform the following construction contract items at the time of the installation of the proposed project:

- i. None

All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated or reconstructed by the Buyer, shall be left in as good condition as found.

b. The compensation paid to Seller through this Agreement includes the value of and cost to remove, relocate, reconstruct, and/or refurbish the following improvements located on the Property.

i. .

ii. .

If the improvements referred to in Paragraph 8b above are not removed from the subject Property prior to _____, 2008, but not sooner than the close of escrow, Buyer, its agents, contractors, or assigns, shall have the right to remove said improvements and dispose of same in any manner Buyer deems appropriate without further notice or responsibility to Seller whatsoever.

9. PERMISSION TO ENTER PROPERTY. For project planning and funding purposes, Seller hereby grants to Buyer and authorized agents or contractors, the right to possession of the area described in Exhibit "A" on _____ to perform the work described in 8a. However, said right of possession and use shall not be exercised prior to Buyer, or Buyer's agent, providing Seller with a 48-hour prior written notice to perform the construction items listed in paragraph 8a above.

The right to use the Property shall continue in effect for a period of ____ () months. All efforts shall be made to complete the described work within the proscribed period of time; however, extraordinary circumstances may occur which may require additional time to complete the work (i.e. rain, labor dispute, shortage of materials). It is agreed that should the actual use extend beyond the time period delineated above, and the occurrence is verified through the contractor or City/State project inspection logs, Buyer agrees to pay at the rate of \$_____ per month, prorated to the actual date of Buyer's termination of use.

In no event shall Buyer's use of the Property extend beyond _____, the projected project completion date.

10. DISCLOSURE. In the event Seller plans to sell, lease, or rent the Property prior to the completion of the project as defined in Paragraph 9 above or the final expiration of the TCE, Sellers shall inform, in writing, any and all parties involved in said sale, lease, or rental of this TCE acquisition and associated construction project by Buyer.

11. PROPERTY CONDITION. Seller agrees that no improvements, other than those already on the TCE area shall be placed thereon; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements within the easement area, which may hereafter be placed thereon, are at Seller's risk and without expectation of payment if removed by Buyer or Buyer's agent.

12. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Seller acknowledges that the sums received from Buyer under this Agreement constitute full payment of just compensation in eminent domain (including, but not limited to, compensation for the fair market value of the real property taken, severance damages, improvements to the realty, furniture, fixtures, equipment, the value of any leasehold interest, loss of inventory, loss of business goodwill, court costs, litigation expenses and any interest which might be due

on such matters). Seller acknowledges that the amounts paid under this Agreement constitute the total amount due Seller, and that no further payments are due, owing or payable. Seller waives any other claims it might have for further payment or further compensation, and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith.

13. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- a. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- b. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- c. Until the closing, Seller shall not do anything which would impair Seller's title to any of the Property.
- d. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- e. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Paragraph 13 not to be true as of closing, immediately give written notice of such fact or condition to Buyer.
- f. Seller, at the time of execution of this Agreement, is in legal possession of the Property in fee simple absolute and is the lawful owner of and has good, indefeasible title to the Property.
- g. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii)

defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. S9601 et seq. (42 U.S.C. S9601).

- h. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation and Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.
14. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

15. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
16. CONTINGENCY. The completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein. The execution of these documents and the delivery of same to Escrow Agent constitute said acceptance and approval.
17. NO BROKERS. Buyer and Seller each represents to the other that no brokers have been involved in this transaction. Buyer and Seller agree to indemnify one another against any claim, suits, damages and costs incurred or resulting from the claims of any person for any fee or remuneration due in connection with this transaction pursuant to a written agreement made with said claimant.
18. JURISDICTION AND VENUE. This Agreement shall be governed by and constructed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in San Bernardino County.
19. ASSIGNMENT. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. Buyer may freely assign any or all of its interests or rights under this Agreement or under the Escrow without the consent of Seller.
20. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.
21. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER

SELLER

By: _____

MAILING ADDRESS OF BUYER

San Bernardino County Transportation
Commission
Attn: _____, Executive Director

San Bernardino, California _____

BUYER

By: _____

Approved:

By: _____

Date

Approved as to Form:

By: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
DEPICTION OF TCE



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 13

Date: February 9, 2012

Subject: Interstate 10 (I-10) Westbound Lane Addition Construction

Recommendation:* Approve Amendment No. 2 to Contract C08002 with CH2M Hill at no additional cost to extend the period of performance to June 30, 2014 for design support as needed through the construction phase of the I-10 Westbound Lane Addition Project.

Background: **This is an amendment to an existing contract to extend the termination date.** Interstate 10 Westbound Lane Addition Project is the third phase of freeway improvements on the Interstate 10 in the East Valley. Completed improvements include the addition of an eastbound truck climbing lane between Ford Street and Live Oak Canyon Road; and the addition of a lane in each direction between Orange Street and Ford Street. This third project will add a new general purpose westbound lane from Live Oak Canyon to Ford Street. Upon completion of this project, I-10 will be a minimum of four lanes in each direction from the Los Angeles County Line to Live Oak Canyon Road. Also included in this project is ramp metering for the Yucaipa Boulevard westbound ramp.

On September 12, 2007 the Board approved Contract No. C08002 with CH2M Hill in the amount of \$3,043,941.45 for design engineering associated with the Interstate 10 Westbound Widening Project. On March 3, 2010 the Board approved Amendment No. 1 adding engineering support services during the construction phase and extending the termination date 28 months until March 8, 2012.

*

Approved
 Major Projects Committee

Date: February 9, 2012

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed:

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.

MPC1202a-mb
 Attachment: C08002-02

Due to funding issues and design changes requested by Caltrans, advertising and the award of the construction contract was delayed until December 2010. The project was awarded to Beador Construction Company and construction started in March 2011. Based on the final construction documents the period of construction was increased from an anticipated 20 months to 26 months with an ensuing 12 month plant establishment period. Construction of the project including landscape establishment is currently expected to be complete in spring 2014.

CH2M Hill has performed well providing design and design support during the construction phase for this project. Staff recommends that Contract No. C08002 "Period of Performance", be extended to June 30, 2014 to provide engineering support services for the entire duration of the project and project closeout.

Staff has discussed with CH2M the potential impacts to the contract cost due to the project delays and changes in durations. Currently we have a remaining contract balance of \$647,000 which is adequate for anticipated remaining services. As such, at this time Staff is not recommending an increase in the total cost of Contract C08002.

Financial Impact: Approval of this amendment to Contract No. C08002 has no financial impact as it only extends the duration with no increase of cost. Task No. 86212000.

Reviewed By: This item will be reviewed by the SANBAG Major Projects Committee on February 9, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and accepted this agreement as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager



CONTRACT SUMMARY SHEET

Contract No. C 08002 Amendment No. 2

By and Between

CH2M Hill

and San Bernardino County Transportation Authority

Contract Description Engineering Support Services during Construction of I-10 Westbound Lane Addition

Board of Director's Meeting Date: 3/7/12
Overview of BOD Action: Approve time extension only

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	2,767,219.45	Original Contingency Amount	\$	276,722
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	2,767,219.45	TOTAL CONTINGENCY VALUE	\$	276,722
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 3,043,941.45

Contract Start Date <u>9/12/07</u>	Current Contract Expiration Date <u>3/8/12</u>	Revised Contract Expiration Date <u>6/30/14</u>
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Time extension only		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>862</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY?				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: This contract covers the federal funds reimbursement from Caltrans				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %	

 Task Manager Signature	<u>2/2/12</u> Date	 Project Manager Signature	<u>2/2/12</u> Date
 Chief Financial Officer Signature	<u>2/2/12</u> Date	 Contracts Manager Signature	Date

New
2/2/12

AMENDMENT NO.2 TO

CONTRACT NO. C08002

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

CH2M HILL

FOR

DESIGN ENGINEERING SERVICES I-10 WESTBOUND LANE ADDITION PROJECT

THIS AMENDMENT NO. 2 is made and entered into effective as of the Effective Date identified herein by and between the San Bernardino Associated Governments (AUTHORITY), and, CH2M Hill, (CONSULTANT).

RECITALS:

WHEREAS, by Contract No. C08002 dated September 12, 2007, as changed by Amendment No. 1 dated March 3, 2010, AUTHORITY and CONSULTANT entered into a contract for Design Engineering Services associated with the I -10 Westbound Widening Project; and

WHEREAS, additional time is needed to complete the project at no change to the overall amount of the Contract.

NOW, THEREFORE, it is mutually agreed that Contract No. C08002 is hereby amended as follows:

1. Amend Article 2 "Performance Schedule and Force Majeure" Paragraph 2.1 to delete March 8, 2012 and insert June 30, 2014 as the termination date.
2. All other provisions and terms of this contract shall remain the same.
3. The Effective Date is the date that the AUTHORITY executes this Amendment.

CH2M Hill

By: _____

Date: _____

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

By: _____

Larry McCallon
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____

Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By: _____

Kathleen Murphy-Perez
Contracts Manager



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 14

Date: February 9, 2012

Subject: Devore Interchange Right-of-Way Cooperative Agreement Amendment

- Recommendation:***
1. Approve Amendment No. 1 to right of way Cooperative Agreement No. C11103 with Caltrans for the I-15/I-215 Devore Junction Goods Movement Project for execution of the entire right of way phase of the project, and increases the funding commitment by \$47,853,825 for a revised Not-To-Exceed Amount of up to \$50,353,825 in Measure I 2010-2040 Cajon Pass funds.
 2. Authorize a contract term through December 31, 2019 for Cooperative Agreement No. C11103, which exceeds the three (3) year maximum contract term for contracts as identified in SANBAG' Contracting and Procurement Policy 11000.

Background: This is an amendment to an existing cooperative agreement. SANBAG and Caltrans executed agreement number C11103 in June 2011, defining roles and responsibilities for preliminary right of way activities through the project approval/environmental document (PA/ED) phase of the I-15/I-215 Devore Junction Goods Movement Project. This work included right of way engineering and acquisition of open market properties that were common to all proposed design alternatives. This work is ongoing under this Agreement.

Completion of the PA/ED work is anticipated in early 2012 thus consideration and approval of these recommendations at this time will allow the project development team to move uninterruptedly into the next phase of work for this

*

	<p><i>Approved</i> Major Projects Committee</p> <p>Date: <u>February 9, 2012</u></p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
--	--

COG		CTC	X	CTA	X	SAFE		CMA	
-----	--	-----	---	-----	---	------	--	-----	--

project. This amendment to the Cooperative Agreement identifies Caltrans as the lead agency for this phase; however, due to limited resources, SANBAG will augment the Caltrans staff, as requested by Caltrans, and assist in the execution of some of the work subject to Caltrans review and approval. The specific roles and responsibilities for each agency are defined in the Cooperative Agreement for all remaining right of way scope required for the project, including acquisition of property, utility relocations, railroad coordination, environmental mitigation expenses and all related support efforts.

The funding for this work will be entirely from Measure I 2010-2040 Cajon Pass funds and is consistent with the 10-Year Delivery Plan. The use of Measure funding will allow the right of way activities to start immediately upon completion of PA/ED approval, securing of up to 6 months, since the Federal funds obligations process is unnecessary. Since the right of way work is a critical path in the overall delivery schedule for this design-build project, the ability to gain approximately 6 months in this phase will greatly benefit the project. The estimated cost of \$50,353,825 is based on the estimate for right of way capital and support to acquire easements on over 120 properties including 2 railroads as well as the costs associated with the relocation of numerous utilities through the project area. In addition, through the processing of the environmental clearance documents and discussions with various resource agencies, a number of required mitigation measures have been identified. Most notable is the requirement for acquiring suitable land to replace sensitive habitat areas being impacted for the project. The expenses for these mitigation lands are included in this agreement.

In addition to formalizing roles, responsibilities, and funding, Amendment No. 1 extends the term of the Cooperative Agreement through 2019 which is anticipated to be about 3 years after completion of project construction. The extended duration is required to accomplish all of the necessary tasks including the final resolution of all potential eminent domain cases, disposal of excess land parcels, and final right of way mapping. SANBAG Policy 11000, part V.F. states: "The maximum term for standard SANBAG contracts, unless otherwise authorized by the Board of Directors, shall be for three years."

Staff recommends approval of Amendment No. 1 to Cooperative Agreement C11103 which increases the not-to-exceed amount by \$47,853,825 for a total not-to-exceed funding amount of \$50,353,825 with a contract term through December 31, 2019.

Financial Impact: This item is consistent with the 2011/12 SANBAG Budget. TN 88012000

Reviewed By: This item will be reviewed by the Major Projects Committee on February 9, 2012 and the Mountain Desert Committee on February 17, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the Amendment as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager



CONTRACT SUMMARY SHEET

Contract No. C 11103 Amendment No. 1

By and Between

California Department of Transportation and San Bernardino County Transportation Authority

Contract Description Cooperative Agreement for I-15/I-215 Devore Interchange Right of Way

Board of Director's Meeting Date: 3/7/12

Overview of BOD Action: Approve amendment to cooperative agreement for the balance of the right of way work for the Devore Design-Build Project

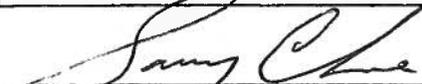
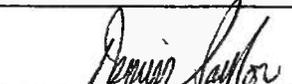
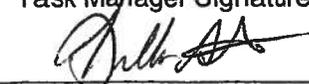
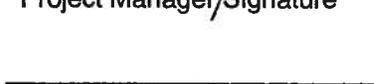
Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	2,500,000	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	47,853,825	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	50,353,825	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 50,353,825.00

Contract Start Date 6/1/11	Current Contract Expiration Date 6/30/12	Revised Contract Expiration Date 12/31/19
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Term of the contract has been extended by over 7 years to allow completion of r/w activities		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>880</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY?				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: Agreement funding all from Measure I 2010-2040 Cajon Pass funds				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %	

 Task Manager Signature	1/31/12 Date	 Project Manager Signature	1/31/12 Date
 Chief Financial Officer Signature	1/31/12 Date	 Contracts Manager Signature	Date

RIGHT OF WAY COOPERATIVE AGREEMENT
AMENDMENT - 1 (REPLACEMENT AGREEMENT)

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

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

For the purpose of this agreement, the term PARTNERS collectively refers to CALTRANS and AUTHORITY (all signatory parties to this agreement). The term PARTNER refers to any one of those signatory parties individually.

RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.
2. The parties hereto entered into Agreement No. 08-1473, on June 16, 2011, setting forth the terms and conditions to define and stipulate their respective responsibilities towards project on Interstate 15 (I-15) from south of Glen Helen Parkway Interchange (IC) to north of Kenwood IC and on Interstate 215 (I-215) from south of Devore IC through I-15 IC, referred to herein as "PROJECT." In the Agreement the parties stipulated as to their respective Right of Way responsibilities only through the initial PA&ED phase for PROJECT.
3. The parties have almost completed PA&ED phase. Therefore, the parties intend to restate in its entirety Agreement No. 08-1473 through this Amendment No. 1 to Agreement 08-1473, to define and stipulate on the terms of all the Right of Way (R/W) activities including the ones not included in the Original Agreement, as defined here.
4. All defined and stipulated R/W responsibilities assigned in this "Agreement" will be referred to as OBLIGATIONS.
5. Prior to Agreement No. 08-1473, CALTRANS and AUTHORITY prepared and executed the following Project Approval & Environmental Document (PA&ED) Cooperative Agreements: No. 1383, 1383 A/1, 1383 A/2, 1383 A/3, 1383 A/4 and 1383 A/5).

6. CALTRANS is preparing the Environmental Documentation for PROJECT, an Initial Study (IS) to address California Environmental Quality Act (CEQA) requirements and an Environmental Assessment (EA) to address National Environmental Policy Act (NEPA) requirements, as a combined document (IS/EA). The IS/EA is anticipated to be completed and approved by February 2012.
7. R/W will not be acquired until PA&ED is concluded. Should any environmental permits, licenses, agreements, or certifications be needed for the R/W acquisition, those will be obtained prior to acquisition. Any early R/W will be acquired in accordance with 23 CFR 710.503 and CALTRANS Alternatives for R/W Acquisition memo dated July 18, 2007.
8. The estimated date for OBLIGATION COMPLETION is December 31, 2019.
9. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.
10. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.
11. The PARTNERS each desire to develop and construct the PROJECT utilizing the DESIGN-BUILD provisions and processes set forth in California Public Contract Code sections 6800 *et seq.*
12. DESIGN-BUILD procurement process is utilized to deliver PROJECT, in which both the final design and construction of a project are procured from a single entity.

RESPONSIBILITIES

13. AUTHORITY is SPONSOR for 100% of PROJECT.
14. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in compliance with State and Federal guidelines, standards, laws and policies and in the best interest of the SHS.

15. CALTRANS will be the “responsible agency for the performance of project development services” as defined under California Public Contract Code Section 6808 and will work with AUTHORITY to acquire R/W required for PROJECT.
16. AUTHORITY may provide IQA for the portions of WORK performed by CALTRANS, outside existing and proposed SHS right of way.
17. CALTRANS will perform REIMBURSED WORK.
18. AUTHORITY is the only FUNDING PARTNER for this agreement. AUTHORITY’s funding commitment is defined in the FUNDING SUMMARY.
19. CALTRANS is the CEQA lead agency for PROJECT.
20. CALTRANS is the NEPA lead agency for PROJECT.
21. AUTHORITY is the IMPLEMENTING AGENCY for the R/W activities for PROJECT.
22. AUTHORITY shall manage and maintain all properties acquired pursuant to this agreement until disposed of by AUTHORITY in accordance with all applicable federal and California laws, regulations, and standards, and consistent with all applicable CALTRANS policies and standards.

SCOPE

Scope: General

23. This agreement will cover R/W activities for PROJECT.
24. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
25. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
26. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
27. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary, licensed to perform the tasks assigned to them.
28. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in OBLIGATIONS.

29. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
30. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.
31. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way. Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.
32. If any PARTNER discovers unanticipated cultural, biological, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
33. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.
34. If any PARTNER receives a public records request, pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public records. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
35. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
36. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

37. If HM-1 is found within PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. AUTHORITY, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.
38. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
39. 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.
40. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this agreement.
41. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of OBLIGATIONS in that component.
42. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the 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.
43. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
44. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
45. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS 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 provide billing and payment support.
46. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements

table below. These principles and requirements apply to all funding types included in this agreement.

47. PARTNERS will ensure that any party hired to participate in OBLIGATIONS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below.

Applicable Cost Principles and Administration Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	http://www.whitehouse.gov/omb/grants_circulars	
• Code of Federal Regulations:	http://www.gpoaccess.gov/CFR	

48. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.
49. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
50. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA, and AUTHORITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, 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 PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 45 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 45 calendar days of the final audit or dispute resolution findings.

51. Any PARTNER that hires another party to participate in OBLIGATIONS will comply with the *Local Assistance Procedures Manual*.

52. PARTNERS will not incur costs beyond the funding commitments in this agreement.

IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

53. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS as a PROJECT cost.

54. If WORK stops for any reason, AUTHORITY accepts responsibility to fund and implement applicable commitments and/or conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, in order to keep PROJECT in environmental compliance until WORK resumes.

55. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: Environmental Permits, Approvals and Agreements

56. The Environmental Permits for the DESIGN-BUILD phase will be handled outside of this agreement.

Scope: Plans, Specifications, and Estimate (PS&E)

57. The scope of the design and construction of PROJECT for the DESIGN-BUILD contract will be handled outside of this agreement.

Scope: Right of Way (R/W)

58. CALTRANS will provide a land surveyor licensed in the State of California to be responsible for surveying and R/W engineering. All survey and R/W engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

59. AUTHORITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all R/W activities.
60. All R/W deliverables will be monitored for Federal and State compliance prior to approval.
61. CALTRANS' acceptance of R/W title is subject to review of an Updated Preliminary Title Report provided by AUTHORITY verifying that the title is free of all encumbrances and liens. Upon acceptance, AUTHORITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
62. All R/W conveyances must be completed prior to OBLIGATION COMPLETION.
63. The California Transportation Commission will hear Resolutions of Necessity prepared by AUTHORITY and reviewed by CALTRANS.
64. CALTRANS and AUTHORITY will coordinate the identification and location of all utility facilities within PROJECT area as part of the DESIGN-BUILD contract. The DESIGN-BUILD contract for PROJECT will identify all utility facilities not relocated or removed in advance of the construction PROJECT COMPONENT.
65. CALTRANS and AUTHORITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT or that violate CALTRANS' encroachment policy.
66. CALTRANS and AUTHORITY will coordinate with railroad owners for CALTRANS review and approval to execute required agreements within PROJECT area as part of the DESIGN-BUILD contract.
67. Any change to the R/W requirement maps will require approval of PARTNERS.

COST

Cost: General

68. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
69. CALTRANS, independent of PROJECT, will pay or cause to be paid all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.

70. Independent of PROJECT, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
71. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
72. The cost to comply with and implement the commitments set forth in the environmental documentation approved for PROJECT, for the duration this agreement is in effect, is an OBLIGATIONS COST.
73. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.
74. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.
75. Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
76. Independent of OBLIGATIONS COST, AUTHORITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
77. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
78. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS COST, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.
79. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this agreement.

80. 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 are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.
81. If any PARTNER reimburses another PARTNER for any costs later determined to be unallowable, the PARTNER that received the reimbursement will reimburse those funds.
82. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
83. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

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

84. If there are insufficient funds in this agreement to implement 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, AUTHORITY accepts responsibility to fund and implement these commitments and/or conditions, as they apply to PROJECT's responsibilities, until such time as PARTNERS amend this agreement.

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

85. PARTNERS will pay invoices within 30 calendar days of receipt of acceptable invoice.

Cost: Environmental Permits, Approvals and Agreements

86. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is an OBLIGATIONS COST.
87. AUTHORITY will pay resource agencies directly for permits.

Cost: DESIGN-BUILD

88. The cost of the design and construction of PROJECT for the DESIGN-BUILD contract will be handled outside of this agreement.

Cost: Right of Way (R/W) Support

89. AUTHORITY shall perform R/W support work assigned to it under the SCOPE SUMMARY at its own costs and is outside the scope of the FUNDING SUMMARY.
90. Each PARTNER listed below may submit invoices for R/W Support:
CALTRANS may invoice AUTHORITY
91. CALTRANS will be reimbursed for REIMBURSED WORK.
92. CALTRANS will invoice AUTHORITY for a \$50,000 initial deposit upon execution of this agreement. This deposit represents two (2) months' estimated REIMBURSED WORK.

Thereafter, CALTRANS will submit to AUTHORITY monthly invoices for actual costs of R/W activities to AUTHORITY based on the prior month's actual expenditures.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all REIMBURSED WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

Cost: Right of Way (R/W) Capital

93. PARTNERS will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.
94. All excess land acquired in the State's name will be transferred to the AUTHORITY no sooner than legal ownership is achieved.
95. Prior to PA&ED, AUTHORITY will pay property owners directly to acquire right of way through Open Market Transaction in accordance with 23 CFR 771.117 and all other applicable federal and state regulations, and consistent with all applicable CALTRANS policies and procedures. Any parcels acquired prior to PA&ED would be agreed to by PARTNERS and would be common parcels to all alternatives.
96. After PA&ED, AUTHORITY agrees to perform R/W activities in the SCOPE SUMMARY and to comply with the Uniform Act and other State and Federal requirements as appropriate. AUTHORITY will pay property owners directly or through

escrow or condemnation accounts for all required property identified in the agreed upon R/W requirements for the selected project build alternative.

97. AUTHORITY will pay property owners and utility owners by direct pay per approval of invoices by CALTRANS and AUTHORITY.

SCHEDULE

98. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

99. PARTNERS 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 PARTNER 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 PROJECT is physically located.
100. All OBLIGATIONS of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
101. Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.
102. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS 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 will fully defend, indemnify, and save harmless AUTHORITY 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 or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.

103. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AUTHORITY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY under this agreement.

It is understood and agreed that AUTHORITY will fully 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 or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY and/or its agents under this agreement.

104. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
105. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.
106. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
107. A waiver of a PARTNER's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
108. 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.
109. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
110. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of AUTHORITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including

reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

111. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
112. If any provisions in this agreement are deemed 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 PARTNERS will automatically sever those provisions from this agreement.
113. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.
114. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
115. PARTNERS will execute a formal written amendment if there are any changes to this agreement.
116. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

117. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.

DEFINITIONS

CALTRANS – The California Department of Transportation

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this agreement and in all amendments to this agreement.

COST – The responsibility for cost responsibilities in this agreement can take one of three assignments:

- **OBLIGATIONS COST** – A cost associated with fulfilling OBLIGATIONS that will be funded as part of this agreement. The responsibility is defined by the funding commitments in this agreement.
- **PROJECT COST** – A cost associated with PROJECT that can be funded outside of OBLIGATIONS. A PROJECT COST may not necessarily be part of this agreement. This responsibility is defined by the PARTNERS' funding commitments at the time the cost is incurred.
- **PARTNER COST** – A cost that is the responsibility of a specific PARTNER, independent of PROJECT.

DESIGN-BUILD – A project delivery process in which both the final design and construction of a project are procured from a single entity as set forth in California Public Contract Code sections 6800 *et seq.*

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

FUNDING SUMMARY – The table that designates an agreement's funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are "not-to-exceed" amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – 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 PROJECT or not.

HM-2 – 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 PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – Ensuring that IMPLEMENTING AGENCY’s quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA (National Environmental Policy Act of 1969) – The federal act that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this agreement, and all amendments to this agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS – All responsibilities included in this agreement.

OBLIGATIONS COST – See COST.

OMB (Office of Management and Budget) – The federal office that oversees preparation of the federal budget and supervises its administration in Executive Branch agencies.

PARTNER – Any individual signatory party to this agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER’s individual actions legally bind the other partners.

PROJECT – The undertaking to design and construct a project for improvements on Interstate 15 (I-15) from south of Glen Helen Parkway Interchange (IC) to north of Kenwood IC and on Interstate 215 (I-215) from south of Devore IC through I-15 IC.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.

- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT COST – See COST.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project’s execution and control throughout that project’s lifecycle.

PS&E (Plans, Specifications, and Estimate) – See PROJECT COMPONENT.

QMP (Quality Management Plan) – An integral part of the Project Management Plan that describes IMPLEMENTING AGENCY’s quality policy and how it will be used.

REIMBURSED WORK - Activities identified against CALTRANS in the SCOPE SUMMARY.

R/W (Right of Way) CAPITAL – See PROJECT COMPONENT.

R/W (Right of Way) SUPPORT – See PROJECT COMPONENT.

SAFETEA-LU – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

SCOPE SUMMARY – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be

developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All scope activities included in this agreement.

CONTACT INFORMATION

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

The primary agreement contact person for CALTRANS is:
Jesus Paez, Project Director
464 West 4th Street, 6th Floor, (MS-1164)
San Bernardino, California 92401-1400
Office Phone: (909) 383-6314
Email: jesus.paez@dot.ca.gov

The primary agreement contact person for AUTHORITY is:
Garry Cohoe, Director of Project Delivery
1170 W. 3rd. Street, 2nd Floor
San Bernardino, California 92410
Office Phone: (909) 884-8276
Email: gcohoe@sanbag.ca.gov

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

APPROVED

By: _____
Raymond W. Wolfe, PhD
District Director

By: _____
Larry McCallon
Board President

Date: _____

Date: _____

CERTIFIED AS TO FUNDS:

ATTEST

By: _____
Lisa Pacheco
Budget Manager

By: _____
Vicki Watson
Board Clerk

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Penny Alexander-Kelley
Counsel

CONCURRENCE

By: _____
Kathleen Murphy-Perez
Contracts Manager

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	AUTHORITY	N/A
3	185				Prepare Base Maps and Plan Sheets for PS&E Development			X
		05			Updated Project Information			X
		10			Surveys and Photogrammetric Mapping for Design			X
		15			Preliminary Design			X
		20			Engineering Reports			X
			35		Updated Transportation Management Plan for Design Phase			X
		25			Right of Way Requirements Determination			X
			05		Project Review with Affected Agencies			X
			10		Fee and Easement Requirements Determination			X
			15		Right of Way Requirements Maps			X
			20		Final Railroad Involvement Determination			X
			25		Water Well Abandonment Needs Determination			X
			30		Utility Conflict Maps			X
		30			Structure Site Plans			X
			10		Site Plans for Bridges and Structures			X
			15		Site Plans for Retaining Walls and Non-Standard Earth Retention Systems			X
			20		Site Plans for Soundwalls on Retaining Systems or Structures			X
			25		Site Plans for Pumping Plants			X
			30		Site Plans for Special-Design Culverts			X
			99		Other Structure Site Plan Products			X
		99			Other Base Map and Plan Sheet Products			X
4	100				Project Management	X		
		25			Project Management- Right of Way Component	X		
			10		Right of Way Component Execution and Control	X		
			15		Right of Way Component Close Out	X		
4	195				Right of Way Property Management and Excess Land		X	
		40			Property Management		X	
			05		Fair Market Rent Determinations (Residential)		X	
			10		Fair Market Rent Determinations (Non-Residential)		X	
			15		Regular Property Management		X	
			20		Property Maintenance and Rehabilitation (Rentable Property)		X	
			25		Property Maintenance and Rehabilitation (Non-Rentable Property)		X	
			30		Hazardous Waste and Hazardous Materials		X	

			35	Transfer of Property to Clearance Status		X	
			99	Other Property Management Products		X	
		45		Excess Land		X	
			05	Excess Lands Inventory		X	
			10	Excess Land Appraisal and Public Sale Estimate		X	
			15	Government Code Section 54235 Administration		X	
			20	Property Disposal of Units Up to \$15,000		X	
			25	Property Disposal of Units Between \$15,001 and \$500,000		X	
			30	Property Disposal of Units Over \$500,000		X	
			35	CTC and AAC Coordination	X	X	
			99	Other Excess Land Products		X	
4	200			Utility Relocation		X	
		15		Approve Utility Relocation Plan		X	
		20		Utility Relocation Package		X	
		25		Utility Relocation Management		X	
		30		Utility Close Out		X	
		99		Other Utility Relocation Products		X	
3	205			Permits, Agreements during PS&E Component	X	X	
		05		Required permits			X
		10		Permits			X
		15		Railroad Agreements		X	
		05		Plan Approval		X	
		10		Special Provisions and Insurance Clauses		X	
		15		Service Contract for Railroad Services		X	
		20		Construction and Maintenance Agreement		X	
		25		PUC Exhibits and Application		X	
		95		Other Railroad Agreement Products			X
		25		Agreement for Material Sites			X
		30		Executed Maintenance Agreement			X
		45		MOU From Tribal Employment Rights Office (TERO)			X
		55		NEPA Delegation	X		
4	220			Right of Way Engineering	X		
		05		Existing Land Net	X		
		05		Existing Records	X		
		10		Land Net Survey	X		
		25		Monumentation Perpetuation Record of Survey	X		
		10		Land Net Map	X		
		15		Right of Way Maps	X		
		05		Appraisal Map	X		
		95		Other Maps	X		
		20		Acquisition Documents	X		
		05		Deeds	X		
		15		Resolution of Necessity Package	X		
		25		Documents to Convey Property Rights	X		
		05		Director's Deed Package	X		
		95		Other Deeds and Documents	X		
		35		Field Located Right of Way	X		
		05		Flagged Right of Way	X		

			10	Staked Right of Way	X		
4	225			Obtain Right of Way Interests for Project Right of Way Certification	X	X	
		50		Parcel and Project Documentation		X	
		60		Right of Way Appraisals		X	
		65		Right of Way Acquisition		X	
		70		Right of Way Relocation Assistance		X	
		75		Right of Way Demo and Clearance		X	
		80		Right of Way Condemnation	X		
	245			Post Right of Way Certification Work		X	
		50		Parcel and Project Documentation		X	
		60		Right of Way Appraisals		X	
		65		Right of Way Acquisition		X	
		70		Right of Way Relocation Assistance		X	
		75		Right of Way Clearance		X	
		80		Right of Way Condemnation	X		
3	235			Mitigate Environmental Impacts and Clean Up Hazardous Waste			X
		05		Environmental Mitigation			X
			05	Historical Structures Mitigation			X
			10	Archaeological and Cultural Mitigation			X
			15	Biological Mitigation			X
			20	Environmental Mitigation Right of Way Work			X
			25	Paleontology Mitigation			X
			99	Other Environmental Mitigation Products			X
		10		Detailed Site Investigation for Hazardous Waste			X
			05	Right or Permit for Hazardous Waste Site Investigations			X
			10	Hazardous Waste Sites Survey			X
			15	Detailed Hazardous Waste Site Investigation			X
		15		Hazardous Waste Management Plan			X
		20		Hazardous Waste Plans, Specifications, and Estimates			X
		25		Hazardous Waste Clean-Up			X
		30		Hazardous Substances Disclosure Document (HSDD)			X
		35		Long Term Mitigation Monitoring			X
		40		Right of Way CTC Appearance Review Process 1 and 2 Updated Environmental Commitments Record			X
		45		NEPA Delegation			X
3	240			Draft Structures Plans, Specifications, and Estimates			X
4	245			Post Right of Way Certification Work			X
		50		Parcel and Project Documentation			X
		60		Right of Way Appraisals			X
		65		Right of Way Acquisition			X
		70		Right of Way Relocation Assistance			X
		75		Right of Way Clearance			X
		80		Right of Way Condemnation			X
3	250			FINAL STRUCTURES PS&E PACKAGE			X
		50		Project Review			X
		55		Final Structure Plans			X

		60		Final Structure Special Provisions and Cost Estimate			X
3	255			Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package			X
		05		Circulated and Reviewed Draft District Plans, Specifications, and Estimates Package			X
		10		Updated Plans, Specifications, and Estimates Package			X
			05	Updated Roadway Plans, Specifications, and Estimates			X
			10	Updated Highway Planting Plans, Specifications, and Estimates			X
			15	Updated Traffic Plans, Specifications, and Estimates			X
			20	Updated Hydraulic Plans, Specifications, and Estimates			X
			25	Updated Technical Reports			X
			30	Updated Utility Plans, Specifications, and Estimates			X
			35	Updated Electrical Plans, Specifications, and Estimates			X
			99	Other Updated Plans, Specifications, and Estimates Products			X
		15		Environmental Re-Evaluation			X
		20		Final District Plans, Specifications, and Estimates Package			X
			05	Reviewed Plans for Drafting Standards Compliance			X
			10	Final Structures Specifications and Estimate Incorporated Into Final District Plans, Specifications, and Estimates			X
			15	Request for Funds			X
		25		Geotechnical Information Handout			X
		30		Materials Information Handout			X
		35		Construction Staking Package and Control			X
		40		Resident Engineer's Pending File			X
		45		NEPA Delegation			X
		50		Secured Lease for Resident Engineer Office Space or Trailer			X
		55		Contractor Outreach			X
		65		Right of Way Certification Document			X
		70		Right of Way Engineering Products			X
		75		Upgraded/Updated Right of Way Certification Document			X
		95		Right of Way Certification Activity			X
3	260			Contract Bid Documents Ready to List			X
3	265			Awarded and Approved Construction Contract			X
	300			Final Right of Way Engineering	X		
		05		Right of Way Monumentation	X		
		10		Trial Exhibits and Testimony	X		
		25		Relinquishment and Vacation Maps	X		
		30		Deed Package for Excess Land Transactions	X		
		32		Deed Package for Excess Land Transactions Approval	X		
		35		Right of Way Record Map	X		

08-SBD-15- 14.0/R16.4
 08-SBD-215- 16.0/17.8
 EA: 0K710
 District Agreement 08-1473 A/1
 Project Number 0800000366

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	R/W Capital (Mitigation)	R/W Capital	R/W Support Reimbursed	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	AUTHORITY	Measure I	\$16,690,000	\$25,111,000	\$1, 535,825	\$1, 535,825	\$41,801,000	\$43,336,825
LOCAL	AUTHORITY	Utility Companies		\$7,017,000			\$7,017,000	\$7,017,000
		Subtotals by Component	\$16,690,000	\$32,128,000	\$1, 535,825	\$1, 535,825	\$48,818,000	\$50,353,825



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 15

Date: February 9, 2012

Subject: On-Call Right of Way Service Contract with Overland Pacific Cutler, Inc.

Recommendation:* Approve Amendment No. 2 to Contract No. C10027 with Overland Pacific Cutler, Inc. for Right-of-Way Acquisition Services including Acquisition, Appraisal, Right-of-Way Engineering, Surveying, and Other Specialty Professional Services on an as-needed basis increasing the contract amount by \$585,000.00 for a new not-to-exceed amount of \$3,185,000.00.

Background: **This is an existing consultant services contract.** In January 2010, the SANBAG Board of Directors approved an On Call Right of Way Services contract for \$1.3M and a three year term. Originally the intent of this contract was to supplement other SANBAG right-of-way service resources, such as the County of San Bernardino Real Estate Services Department and Caltrans as needed to meet the right-of-way certification dates allowing projects to proceed to construction on schedule. Having this backstop measure in place was particularly important due to the potential impact the State budget issues could have on Caltrans resources. For this reason, it was necessary to secure a full service team of professionals available on an on-call basis to provide an array of right-of-way services including acquisition, appraisal, right-of-way engineering, surveying, mapping, and other related specialty services.

Since the approval of the subject consultant service contract, Caltrans suffered a substantial loss to their experienced right-of-way workforce due to attrition and State budgetary issues disallowing the backfill of vacancies. In addition, Caltrans

*

Approved
Major Projects Committee

Date: February 9, 2012

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	CTA	SAFE	CMA
-----	-----	-----	------	-----

Check all that apply.

MPC1202b-pb

Attachment: C10027-02

was unable to contract for consultant services. Simultaneously with this workforce reduction at Caltrans, SANBAG added projects with critical schedules to the delivery program. Consequently, the need to provide additional right-of-way support to our projects lead to the Board of Directors approval to amend this contract in July 2011 for an additional \$1.3M to cover the expenditures for the right of way related activities associated with Palm Avenue and Laurel Ave Grade Separation projects, both Interstate 10/Tippecanoe Avenue and SR 210/Pepper Interchange projects.

In January 2012 the SANBAG Board of Directors approved the Request for Proposals (RFP) 12047 for On-Call Right of Way Services; it is currently advertised however, the resultant contract will not be in effect for several months. Similarly, the SANBAG Board of Directors approved the release of two project specific RFPs No. 12002 and No.12054 for the Right of Way Project Management and Acquisitions Services and for the Utility Relocation and Railroad Coordination Services, respectively, for the Interstate 15/Interstate 215 (I-15/I-215) Devore Junction Goods Movement Project. While Caltrans is the lead, the agency is not sufficiently staffed to perform all the right of way so some of these activities have been tasked to OPC, Inc. as part of their current On Call Right of Way Contract assignment. Future assignments will be tasked under these new contracts after award.

Currently these new project specific contracts are under negotiation with the selected firm, OPC, Inc. and concurrently staff is negotiating with Caltrans on our Right of Way Cooperative Agreement. Both contracts and agreement must be well coordinated to be sure that all right of way activities are included but that duplication of right of way activity assignment is excluded. This effort is intended to avoid the potential for either over budgeting or under budgeting these contracts.

This staff recommendation to amend the existing on call contract is intended to provide \$473,000 in additional contract authority to allow continuity in completing right of way assignments by OPC, Inc. on the I-215 Bi-County Freeway Widening Project (Bi-County) and \$111,000 in additional contract authority to continue right of way activities on the Interstate 15/Interstate 215 (I-15/I-215) Devore Junction Goods Movement Project. Under the original contract a task order was assigned to OPC, Inc. for Right of Way acquisition and utility relocation coordination on the Bi-County project for \$765,997. These services are ongoing and will be completed; however, additional work amounting to \$474,000 has been identified and must be performed in order to achieve right of way certification by (date). Additional activities covered under this amendment include the following items below:

- Parcel mitigation planning for the Pac West receiving and distribution facility

- Planning and preparation of Railroad Construction and Maintenance agreements for three railroad crossings
- Goodwill appraisals for relocation and modification of four billboards
- Utility location and coordination for an 26 additional utility facilities
- Potholing at an addition 240 locations
- Payment of various survey and permit application fees including railroad flagging

Presently, the Devore Junction Goods Movement project, a design build project led by Caltrans, is completing the environment phase and preparing to begin the right of way phase. Recently, seven firms were prequalified by Caltrans for competing for the design build contract. In an effort to reduce risk and costs, staff is striving to complete as much of the right of way activity as possible before award of the design build contract scheduled for fall of this year. To maximize the use of this time before Project Approval and Environmental Document (PA&ED) the project development team is advancing some of the preliminary right of way activities such as utility relocation coordination, right of way mapping, and strategizing on the delivery of the acquisitions to easements to the design builder. For continuation of this effort as PA&ED is completed in February 2012, \$111,000 in additional funds are needed to bridge the time between PA&ED and award of the I-15/I-215 contracts for right of way services.

To summarize this amendment will provide \$474,000 to allow right of way certification to be achieved for the Bi-County project and to provide \$111,000 to allow right of way activities to continue on the Devore project without pause or delay. In negotiating the terms of this amendment, OPC has offered to maintain the overhead rate of 145.5% that exists in the original contract which is below their current audited rate. Also, the upcoming Devore Right of Way contracts under negotiation with OPC, and on the order of \$4M, will deduct \$111,000 and the associated activities from that contract value and scope of services.

Staff recommends approval of Amendment No. 2 increasing OPC's contract by \$585,000 for a new not-to-exceed amount of \$3,185,000M. The increase will supplement the current contract funds and will insure that there is no loss in productivity due to transitioning the ongoing work to a new team.

Financial Impact: This item is consistent with the 2011/2012 FY Budget for Task Nos. 83912000 and 88012000.

Reviewed By: This item will be reviewed by the SANBAG Major Projects Committee on February 9, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this amendment as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager



CONTRACT SUMMARY SHEET

Contract No. C 10027 Amendment No. 02

By and Between

Overland Pacific Cutler, Inc

and San Bernardino County Transportation Authority

Contract Description R/W Acq Svc incl Appraisals, R/W Engr, Surveying & Other Spec Prof Svcs

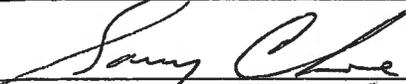
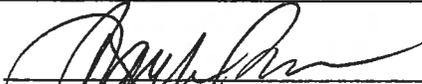
Board of Director's Meeting Date: 3/7/12	
Overview of BOD Action: 1/6/10 Original Contract Awarded; 7/2011 Amendment 1 approved for additional \$1.3M	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	1,300,000.00	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	1,300,000.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 0
Current Amendment Amount	\$	585,000.00	Contingency Amendment
			\$ 0
TOTAL CONTRACT VALUE	\$	3,185,000.00	TOTAL CONTINGENCY VALUE
			\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 3,185,000.00

Contract Start Date 1/6/10	Current Contract Expiration Date 1/6/13	Revised Contract Expiration Date none
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0839, 0880</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY?				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract:				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % ____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal ____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal ____ %	

 Task Manager Signature	1/30/12 Date	 Project Manager Signature	1/27/12 Date
 Chief Financial Officer Signature	1/31/12 Date	 Contracts Manager Signature	Date

**AMENDMENT NO. 2 TO
CONTRACT C10027
BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS/
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
OVERLAND, PACIFIC, CUTLER, INC.
FOR
ON-CALL RIGHT OF WAY ACQUISITION SERVICES INCLUDING APPRAISALS, RIGHT
OF WAY ENGINEERING, SURVEYING, AND OTHER SPECIALTY PROFESSIONAL
SERVICES**

This AMENDMENT NO. 2 to CONTRACT NO. 10027 entered into as of the Effective Date identified herein, by and between the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY), and Overland, Pacific, and Cutler, Inc. (hereafter called CONSULTANT). The AUTHORITY and CONSULTANT are referred to individually as Party and collectively as PARTIES.

RECITALS:

WHEREAS, under Contract No. C10027 dated January 7, 2009, AUTHORITY and CONSULTANT entered into a contract to provide On-Call Right of Way Acquisition Services including Appraisals, Right of Way Engineering, Surveying, and Other Specialty Professional Services; and

WHEREAS, additional right of way services were required due to a decrease in staffing levels and an increase in the number of projects within the scope of the original contract and Contract No. C10027, Amendment No. 1, dated July 6, 2011 was amended to include these additional services and the required additional compensation; and

WHEREAS, additional right of way services are required to complete right of way certification activities for a particular project within the scope of the original contract and these additional services will require additional compensation; and

WHEREAS, AUTHORITY and CONSULTANT have agreed to increase the contract amount by \$585,000.00 for these additional services;

NOW THEREFORE, the Parties hereto do mutually agree to amend Contract No. C10027 as follows:

1. Revise Article 1, "Description of Services", to add reference of Attachment "C" to the Services to be performed by CONSULTANT. Attachment C is attached herein to this Amendment No. 2 and by this reference incorporated herein.
2. Delete Section 3.2 and replace it in its entirety with this new language:

"The total cost for the Contract shall not exceed \$3,185,000.00. Services to be provided under the terms of this Contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" of Contract No. 10027. CONSULTANT'S fee for services is included in the total estimated contract cost and shall be based on a fixed percentage rate, as noted in Attachment "B" of Contract No. C10027."

3. Except as amended by this Amendment, all other provisions of Contract No. 10027 shall remain in full force and effect.
4. The balance of said Agreement remains unchanged.

IN WITNESS THEREOF, the authorized parties have signed on the following page:

OVERLAND PACIFIC CUTLER, INC.

By: _____

Date: _____

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS/SAN BERNARDINO
COUNTY TRANSPORTATION
AUTHORITY**

By: _____

Larry McCallon, President
Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____

Penny Alexander-Kelley
Authority General Counsel

CONCURRENCE:

By: _____

Kathleen Murphy-Perez
Contracts Manager

Attachment C

Estimate of Anticipated Right of Way Services through contract duration.

Project	Service	Estimate
0839 I-215 Bi-county Freeway Widening	Appraisals, Acquisition, Condemnation Support	\$470,000.00
0880 I-15/I-215 Devore Junction Goods Movement	Preliminary Right of Way Activities and Post-PA&ED Right of Way Activities	\$111,000
TOTAL		585,000.00



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 16

Date: February 9, 2012

Subject: Resolution No. 12-008, Issuance of the 2012 Sales Tax Revenue Bond and Designating the Underwriter and Printer

- Recommendation:***
1. Resolution authorizing the issuance and sale of not to exceed \$165,000,000 aggregate principal amount of San Bernardino County Transportation Authority sales tax revenue bonds (limited tax bonds), the execution and delivery of an indenture, supplemental indenture, escrow agreement, amendment to state transactions and use tax agreement, purchase contract, official statement and continuing disclosure agreement and the taking of all other actions necessary in connection therewith;
 2. Designate Barclays Capital, for underwriting services; and
 3. Designate Financial Printer Resource, Inc. for printing services.

Background: In 2004, San Bernardino County voters approved the extension of the Measure I sales tax (Measure I 2010-2040). Ordinance 04-01 authorizes the allocation of revenue to the Valley and Mountain-Desert areas and establishes the expenditure plan. SANBAG recently completed a 10-Year Delivery Plan to identify lists of projects to be delivered over the next 10 years and financing scenarios. The delivery plan is the basis identifying bonding needs.

The 2009 Sales Tax Revenue Note was issued in May 2009 to keep the I-215 corridor project on schedule and provide temporary funding for certain Measure I 2020-2040 projects. A portion of the sales tax revenue note proceeds were used

*

Approved
Major Projects Committee

Date: February 9, 2012

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	X
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to purchase a special issuance of State General Obligation Bonds titled Private Investment Bonds (PIBs). In purchasing the PIBs, an agreement was entered into that specified that the proceeds were to be expended on the I-215 project. The PIBs were repaid in November 2011.

The 2012 Sales Tax Revenue Bond will refinance the balance of the 2009 Sales Tax Revenue Note, repay loans between Measure I programs and provide new money for projects to be undertaken in the next few years. Projects are identified in the Cajon Pass, Valley and Mountain/Desert Measure I 2010-2040 expenditure plan. The 2012 bond issuance will not exceed \$165 million.

SANBAG staff and the designated finance team (financial consultant, bond and disclosure counsel, and underwriter) are in the process of completing the Preliminary Official Statement and other bonding documents.

Financial Impact: The 2012 Sales Tax Revenue Bond will provide financing for projects identified in the Measure I 2010-2040 expenditure plan.

Reviewed By: This item will be reviewed by the Major Projects Committee on February 9, 2012, the Administrative Committee on February 15, 2012, and the Mountain/Desert Committee on March 17, 2012.

Responsible Staff: William Stawarski, Chief Financial Officer

RESOLUTION NO. 12-008

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$165,000,000 AGGREGATE PRINCIPAL AMOUNT OF SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY SALES TAX REVENUE BONDS (LIMITED TAX BONDS), THE EXECUTION AND DELIVERY OF AN INDENTURE, SUPPLEMENTAL INDENTURE, ESCROW AGREEMENT, AMENDMENT TO STATE TRANSACTIONS AND USE TAX AGREEMENT, PURCHASE CONTRACT, OFFICIAL STATEMENT AND CONTINUING DISCLOSURE AGREEMENT AND THE TAKING OF ALL OTHER ACTIONS NECESSARY IN CONNECTION THEREWITH

WHEREAS, the San Bernardino County Transportation Authority (the "Authority") is a public instrumentality duly established and existing pursuant to the Local Transportation Authority and Improvement Act (the "Act"), being Division 19 of the Public Utilities Code of the State of California (Section 180000 *et seq.*) and is authorized pursuant to the Act to, among other things, and with voter approval, levy a retail transactions and use tax in accordance with the provisions of Chapter 5 of the Act (Section 180200 *et seq.*) and Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code (the "Sales Tax Law");

WHEREAS, the Authority adopted Ordinance No. 89-1, named the "Transportation Expenditure Plan and Retail Transactions and Use Tax Ordinance" (as further amended and supplemented, "Ordinance No. 89-1"), on August 2, 1989, pursuant to the provisions of the Act, which Ordinance No. 89-1 provided for the imposition of a retail transactions and use tax (the "Sales Tax") applicable in the incorporated and unincorporated territory of the County of San Bernardino (the "County") in accordance with Chapter 5 of the Act and the Sales Tax Law at the rate of one-half of one percent (1/2%) for a period not to exceed twenty (20) years;

WHEREAS, by its terms, Ordinance No. 89-1 became effective at the close of the polls on November 7, 1989, the day of the election at which the proposition imposing the Sales Tax was approved by a majority vote of the electors voting on the measure, and the collection of the Sales Tax commenced on April 1, 1990;

WHEREAS, the Authority adopted Ordinance No. 04-01, named "An Ordinance Providing for the Continuation of a One-Half of One Percent Retail Transactions and Use Tax by the San Bernardino County Transportation Authority for Local Transportation Purposes and the Transportation Expenditure Plan" (the "Ordinance") on June 2, 2004, pursuant to the provisions of the Act, which Ordinance provides for the continued imposition of the Sales Tax applicable in the incorporated and unincorporated territory of the County in accordance with the provisions of Chapter 5 of the Act and the Sales Tax Law at the rate of one-half of one percent (1/2%) for a period not to exceed thirty (30) years beginning April 1, 2010;

WHEREAS, the Ordinance became effective at the close of the polls on November 2, 2004, the day of the election at which the proposition providing for the continued imposition of the Sales Tax was approved by more than two-thirds of the electors voting on the measure;

WHEREAS, the Authority is authorized by the Act and the Ordinance to issue from time to time limited tax bonds authorized by voters concurrently with the approval of the Sales Tax, secured and payable in whole or in part from revenues of the Sales Tax (“Sales Tax Revenues”) in an aggregate principal amount at any one time outstanding of not to exceed the estimated proceeds of the Sales Tax, as determined by the San Bernardino County Transportation Authority Expenditure Plan adopted as part of the Ordinance (including any subsequent amendments thereto, the “Expenditure Plan”), for capital outlay expenditures for transportation purposes as set forth in the Ordinance, including to carry out the transportation projects described in the Expenditure Plan;

WHEREAS, the Authority has previously issued its Sales Tax Revenue Notes (Limited Tax Bonds), 2009 Series A (the “Prior Notes”), pursuant to an Indenture, dated as of May 1, 2009, and a First Supplemental Indenture, dated as of May 1, 2009 (together, the “Prior Indenture”), each by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee;

WHEREAS, the Prior Notes are currently outstanding in the aggregate principal amount of \$250,000,000;

WHEREAS, the Authority has previously authorized the issuance of one or more additional series or subseries of bonds in an aggregate principal amount sufficient to pay principal and interest due upon maturity of the outstanding Prior Notes;

WHEREAS, the Authority wishes to reaffirm its prior authorization to refund and defease the Prior Notes and to authorize, in connection therewith, an escrow agreement (“the Escrow Agreement”) between the Authority and The Bank of New York Mellon Trust Company, N.A., as escrow agent, and the discharge of the Prior Indenture pursuant to its terms and to authorize the issuance of additional bonds to fund projects in the Expenditure Plan, the total estimated cost of which is one hundred sixty-five million dollars (\$165,000,000);

WHEREAS, the Authority hereby determines that one or more new series or subseries of bonds, in an aggregate principal amount not to exceed one hundred sixty-five million dollars (\$165,000,000) is necessary for the following purposes: (i) to refund the Prior Notes, (ii) to provide funds to acquire, construct, improve, renovate and equip certain of those capital projects authorized in the Expenditure Plan, (iii) to fund a reserve fund, if any, for such bonds, and (iv) to pay costs of issuance incurred in connection with such bonds, and the Authority has determined that such bonds in an amount not to exceed such principal amount shall be issued, secured by a lien on the Sales Tax Revenues collected pursuant to the Ordinance, and to be designated, subject to additional series and subseries designations, as the “San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds)” (the “Bonds”);

WHEREAS, the Authority has appointed Montague, DeRose & Associates as financial advisor to the Authority (the “Financial Advisor”), and has retained Orrick, Herrington & Sutcliffe LLP as bond counsel and Nossaman LLP as disclosure counsel to the Authority;

WHEREAS, the Authority hereby further determines that the Bonds shall be issued pursuant to a new indenture (the “Indenture”), as it may be amended and supplemented pursuant

to its terms, including as amended and supplemented by a First Supplemental Indenture thereto (the "Supplemental Indenture"), which Indenture and Supplemental Indenture are proposed to be entered into by the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee");

WHEREAS, the Authority has determined that, in connection with the issuance of the Bonds pursuant to the Indenture, it will be necessary to amend that certain Amended and Restated Agreement for State Administration of District Transactions and Use Taxes, dated January 13, 2010 (the "State Transactions and Use Tax Agreement"), by and between the Authority and the California State Board of Equalization, providing for certain rights, duties and procedures relating to the collection, administration and allocation of the Sales Tax;

WHEREAS, in order to set forth the terms of sale of the Bonds, the Authority proposes to enter into a bond purchase agreement (the "Purchase Contract") with Barclays Capital Inc., as representative of the underwriters (the "Purchaser"), and in order to provide information about the Bonds and related matters to purchasers and potential purchasers of the Bonds, the Authority proposes to execute and deliver an official statement (the "Official Statement");

WHEREAS, the Authority has been presented with proposed forms of the Indenture, the Supplemental Indenture, the Purchase Contract, a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), the Escrow Agreement, a First Amendment to the State Transactions and Use Tax Agreement (the "First Amendment") and the Official Statement in preliminary form (the "Preliminary Official Statement") relating to the financing described herein (the "Financing"), and the Authority has examined and approved each document and desires to authorize and direct the execution of such documents as are specified herein and such other documents as are necessary in connection with the Financing and to authorize and direct the consummation of the Financing; and

WHEREAS, all acts, conditions and things required by the Act, the Sales Tax Law, the Ordinance and the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the Financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to authorize such Financing and to authorize the execution of the Indenture, the Supplemental Indenture, the Purchase Contract, the Escrow Agreement, the Official Statement and the Continuing Disclosure Agreement for the purposes, in the manner and upon the terms provided;

NOW THEREFORE, BE IT RESOLVED BY THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY as follows:

Section 1. The Authority finds and determines that the foregoing recitals are true and correct.

Section 2. The issuance by the Authority of not to exceed \$165,000,000 aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), in accordance with the provisions set forth in the Indenture and Supplemental Indenture, in one or more series or subseries and subject to additional series and subseries designations, as appropriate, is hereby authorized and approved.

Section 3. The proposed forms of Indenture and Supplemental Indenture presented to this meeting and the terms and conditions thereof are hereby approved. The structure, date, maturity date or dates (not to exceed April 1, 2040), fixed interest rate or rates (such rates not to exceed a maximum of 6.50% per annum) or methods of determining the same, principal and interest payment dates, forms, registration and conversion and exchange privileges, if any, place or places of payment, terms of redemption, mandatory purchase, authorized denominations of \$5,000 or integral multiples thereof, series and sub-series designations, form of bonds and other terms of the Bonds shall be (subject to the foregoing limitations) as provided in the Indenture and the Supplemental Indenture as finally executed and delivered.

The Executive Director of the Authority (the "Executive Director") and the Chief Financial Officer of the Authority (the "Chief Financial Officer" and, together with the Executive Director, referred to herein as an "Authorized Officer") are singly hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Indenture and Supplemental Indenture, in substantially said forms, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The proposed form of Purchase Contract presented to this meeting and the terms and conditions thereof are hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, (i) to sell the Bonds pursuant to the Purchase Contract to the Purchaser designated by the Authorized Officer, and (ii) to execute and deliver a Purchase Contract, in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof, provided that the Purchaser's compensation set forth therein shall not to exceed []% of the principal amount of the Bonds and the true interest cost ("TIC") to the Authority of the Bonds shall not exceed 6.50%.

Section 5. The proposed form of Escrow Agreement presented to this meeting and the terms and conditions thereof are hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Escrow Agreement, in substantially said form, with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. The proposed form of First Amendment presented to this meeting and the terms and conditions thereof are hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the First Amendment, in substantially said form, with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. The proposed form of Preliminary Official Statement presented to this meeting is hereby approved, and an Authorized Officer is hereby authorized and directed, as applicable, to append the Authority's Basic Financial Statements, upon their approval by the Authority, to such Preliminary Official Statement. An Authorized Officer is hereby authorized and directed to execute and deliver to the Purchaser a certificate deeming the Preliminary Official Statement, in substantially the form presented to this meeting and with such changes as the Authorized Officer approves in the interest of the Authority, final within the meaning of Securities Exchange Authority Rule 15c2-12. The Purchaser is hereby authorized to distribute the Preliminary Official Statement in the form so deemed final by the Authorized Officer. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver a final Official Statement, in substantially said form, including, as applicable, the Authority's Basic Financial Statements appended thereto by an Authorized Officer, and with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 8. The proposed form of Continuing Disclosure Agreement presented to this meeting is hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Continuing Disclosure Agreement, in substantially said form, with such changes therein as such officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 9. An Authorized Officer is hereby authorized to negotiate with financial institutions and/or insurance companies, as applicable, a surety bond or an insurance policy, and, if the Authorized Officer, with the advice of the Financial Advisor, determines that doing so is in the best interest of the Authority, to secure on such terms as the Authorized Officer, with the advice of the Financial Advisor, determines are appropriate such insurance policy or surety bond in order to secure payment of the principal of, or interest on, the Bonds or to fund any bond reserve fund established pursuant to the Indenture or the Supplemental Indenture.

Section 10. The Executive Director and the Chief Financial Officer are each hereby authorized to enter into or to instruct the Trustee to enter into one or more investment agreements (hereinafter collectively referred to as the "Investment Agreement") providing for the investment of moneys in any of the funds and accounts created under the Indenture or the Supplemental Indenture, on such terms as the Executive Director shall deem appropriate. Pursuant to Section 5922 of the California Government Code, the Board of Directors of the Authority (the "Board") hereby finds and determines that the Investment Agreement will reduce the amount and duration of interest rate risk with respect to amounts invested pursuant to the Investment Agreement and is designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a

lower cost of borrowing when used in combination with the Bonds or enhance the relationship between risk and return with respect to investments.

Section 11. All approvals, consents, directions, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, including, without limitation, any amendment of any of the documents authorized by this Resolution or in connection with the issuance of the Prior Notes or any other agreement related thereto, or any reserve facility, any investment of proceeds of the Bonds, or in connection with the addition, substitution or replacement of underwriters, or the defeasance or discharge of the Prior Notes, or any agreements with paying agents, escrow agents or verification agents, the removal or replacement of the Trustee or any similar action may be given or taken by an Authorized Representative (as such term is defined in the Indenture), without further authorization or direction by this Board, and each Authorized Representative is hereby authorized and directed to give any such approval, consent, direction, notice, order, request, or take other action and to execute such documents which such Authorized Representative or Director may deem necessary or desirable to further the purposes of this Resolution.

All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the issuance of the Bonds, which may be necessary or desirable in connection with any default under or amendment of such documents, settlements or revisions, may be taken or given by the Authorized Representative, without further authorization by this Board, and the Authorized Representative is hereby authorized and directed to give such consent, approval, notice, order or request and to take any such action which such officer may deem necessary or desirable to further the purposes of this Resolution and the transactions contemplated hereby.

Section 12. All actions heretofore taken by the officers and agents of the Authority with respect to the Financing and the issuance and sale of the Bonds are hereby ratified, confirmed and approved. If at the time of execution of any of the documents authorized herein, the Executive Director is unavailable, such documents may be executed by the Deputy Executive Director of the Authority or the Chief Financial Officer in lieu of the Executive Director. The Chief Financial Officer of the Authority shall act as the Auditor-Controller of the Authority for execution of the Bonds. The Clerk of the Board of the Authority is hereby authorized to attest to the execution by the Executive Director or the Deputy Executive Director or the Chief Financial Officer of any of such documents as said officers deem appropriate.

The proper officers, directors and agents of the Authority are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to adopt written procedures relating to its bonds and to do any and all things, attend rating agency presentations and take any and all actions and execute and deliver any and all agreements, certificates and documents, including, without limitation, signature certificates, certificates concerning the contents of the Official Statement and the representations and warranties in the Purchase Contract, any tax certificates or agreements, any agreements for depository or verification services, and any agreements for rebate compliance services, which they, or any of them, may deem necessary or advisable in order to consummate the Financing and the issuance and sale of the Bonds and otherwise to carry out, give effect to and comply with the terms and intent of the Ordinance, this Resolution, the Bonds and the documents approved hereby.

Section13. This Resolution shall take effect immediately upon its adoption and approval.

APPROVED AND ADOPTED by the San Bernardino County Transportation Authority on March 7, 2012.

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	<p style="text-align: center;"><i>Approved</i> <i>San Bernardino Associated Governments</i></p> <p style="text-align: center;"><i>Date:</i> _____</p> <p><i>Moved:</i> _____ <i>Second:</i> _____</p> <p><i>In Favor:</i> _____ <i>Opposed:</i> _____ <i>Abstained:</i> _____</p> <p style="text-align: center;"><i>Witnessed:</i> _____</p>
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CERTIFICATE OF THE CLERK OF THE BOARD OF THE
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

I, _____, Clerk of the Board of the San Bernardino County Transportation Authority (the "Authority"), hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a meeting of the governing board of said Authority duly and regularly held in San Bernardino, California, on March 7, 2012, of which meeting all of the members of said Authority had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

I further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in San Bernardino, California, freely accessible to the public and a brief general description of the resolution to be adopted at said meeting appeared on said agenda.

IN WITNESS WHEREOF, I have executed this certificate hereto as of this date,
_____, 2012.

By _____
Clerk



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 17

Date: February 9, 2012

Subject: Allocation Planning Proposal for Fiscal Year 2012-2013

Recommendation:* Receive information on the allocation planning proposal for SANBAG's capital project budgeting for Fiscal Year 2012-2013.

Background: The Measure I 2010-2040 Strategic Plan established an annual process for the assignment of Measure I 2010-2040 funds to programs and projects contained in the Measure I Expenditure Plan. The process entails the identification of needs, fund apportionment/allocation, and fund expenditure. A comprehensive explanation of the process can be found within the Measure I 2010-2040 Strategic Plan beginning on page IV-5.

SANBAG staff is engaged in the allocation planning process for Fiscal Year 2012-2013. This process provides information for use by both SANBAG and its member agencies in preparation of their capital budgets. The allocation planning process has been made considerably easier for Fiscal Year 2012-2013 by completion of the 10-Year Delivery Plan. The capital project budget is based on the Fiscal Year 2012-2013 "slice" from the 10-Year Plan.

A consideration for the Fiscal Year 2012-2013 budget is that the Measure I revenue estimate of \$122 million approved by the SANBAG Board in December 2011 is approximately \$5.3 million higher than the forecast of Measure I revenue used for the same fiscal year in the 10-Year Plan. In addition, State and federal revenue assignments to projects have been modified. Table 1 shows the Measure

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Approved
 Major Projects Committee

Date: February 9, 2012

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA	
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Check all that apply.

MPC1202a-ss

Attachment: MPC1202a1-ss

I revenue estimates by subarea for Fiscal Year 2012-2013, excluding the 1% of funds typically allocated to SANBAG administration.

Table 1
Estimate of Measure I revenue by subarea for Fiscal Year 2012-2013
(Excludes 1% of funds typically allocated to SANBAG administration)

Subarea	Estimated Revenues in (\$1000s)*	% of Total
Cajon Pass**	\$ 3,385	2.80%
Valley	\$ 95,800	79.32%
Victor Valley	\$ 13,650	11.30%
Colorado River	\$ 233	0.19%
Morongo Basin	\$ 2,234	1.85%
Mountains	\$ 1,811	1.50%
North Desert	\$ 3,668	3.04%
Total	\$ 120,780	100.00%

* Omits funds typically allocated to administration (1%)

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

Although this new revenue information does not materially change the project schedules that have been documented in the 10-Year Plan, adjustments have been made in the capital project funding needs projected for the Fiscal Year 2012-2013 budget. These allocation plans could be further affected by State and federal funding developments over the next several months, prior to the approval of the budget. Therefore, the allocation proposals contained in this agenda item should be considered tentative until the budget is approved.

Listing of Capital Projects

The capital projects and phases for which Measure I, State, or federal funds will be expended for Fiscal Year 2012-2013 are listed in Table 2. The list is a snapshot of the SANBAG project activity during the fiscal year. The table is organized by Measure I subarea and program. Only projects to be referenced in the SANBAG budget are listed. Allocations of Measure I to locally-managed arterial projects are not listed, but are discussed in the next section of this agenda item. Allocations to Local Street “pass-through” programs are not listed, nor are other programs that have no specific capital projects identified. In addition, certain projects are being anticipated to be advanced by local funds in Fiscal Year 2012-2013, with participation by SANBAG in subsequent years. It should be

noted that the estimate of Measure I dollars in Table 2 represents the current estimate of actual cash flow need for the fiscal year. However, State and federal funds may include funds programmed for multiple years. The I-15/I-215 (Devore) interchange is an example of this.

Because circumstances can change and unexpected funding opportunities can present themselves, the assignment of funds may need to be adjusted during the fiscal year. Transportation funding has been highly dynamic over the last several years, and this is expected to continue well into the future.

Table 2. List of Projects and Phases for which Activity is Expected in Fiscal Year 2012-2013
 (Note: Total funding amount may show multiple years, where State/Federal funds are involved – funding estimates are tentative and may be modified by project-specific budgeting)

Project	Phase	Anticipated Expenditure for FY 12/13 (\$Millions) Total\$(Measure I\$)
Cajon Pass Program		
I-15 and I-215 Expansion (Devore)	4. Right of Way	33.6 Total(29.4MI)
I-15 and I-215 Expansion (Devore)	5. Construction	245.0(0.9)
Valley Freeway Program		
I-10 HOV/HOT Project Development	2. PA&ED	4.1(2.1)
I-215 Bi-County HOV Gap Closure	5. Construction	139.1(18.8)
I-215 and Barton Road	3. PS&E	0.6(0.6)
I-215 and Barton Road	4. Right of Way	18.3(0.9)
I-215 and Mt Vernon/Washington	3. PS&E	0.2(0.2)
I-215 and Mt Vernon/Washington	4. Right of Way	6.1(6.1)
SR-210 Highland to I-10	2. PA&ED	1.8(1.8)
Valley Freeway Interchange Program		
Project Advancement Allocation	See Table 3	
I-10 and Cherry Avenue	5. Construction	17.0(7.2)+Local\$
I-10 and Citrus Avenue	5. Construction	8.1(0.0)+Local\$
I-10 and Tippecanoe Avenue	4. Right of Way	1.8(0.6)
I 10/Cedar IC	3. PS&E	Local \$
I 215/University Parkway IC	2. PA&ED	Local \$
I-15 Baseline Interchange Improvements	5. Construction	2.8(0.0)+Local\$
SR-210 / Baseline Road IC	2. PA&ED	Local \$
SR-60 Central Ave IC	3. PS&E	Local \$

Project	Phase	Anticipated Expenditure for FY 12/13 (\$Millions) Total\$(Measure I\$)
Valley Major Streets - Grade Separation Sub-program		
Glen Helen Parkway Grade Separation	4. Right of Way	0.7(0.7)+Local\$
Glen Helen Parkway Grade Separation	5. Construction	7.6(1.2)+Local\$
Hunts Lane and UP	4. Right of Way	0.1(0.1)
Hunts Lane and UP	5. Construction	0.3(0.3)
Palm Ave Grade Separation	3. PS&E	0.3(0.2)+Local\$
Palm Ave Grade Separation	4. Right of Way	0.6(0.4)+Local\$
Palm Ave Grade Separation	5. Construction	9.1(0.4)+Local\$
South Milliken Ave and UP	4. Right of Way	0.4(0.4)+Local\$
North Vineyard Ave. and UP	3. PS&E	0.9(0.7)+Local\$
North Vineyard Ave. and UP	4. Right of Way	4.4(3.5)+Local\$
North Vineyard Ave. and UP	5. Construction	31.1(0.6)+Local\$
Laurel Ave and BNSF	4. Right of Way	0.7(0.6)+Local\$
Laurel Ave and BNSF	5. Construction	13.0(0.4)+Local\$
Valley Major Streets - Arterial Sub-program		
Arterial and Project Advancement Allocations	See Table 3	
Valley Metrolink/Rail Program		
Commuter Rail Operating Expenses	6. Other	2.0(2.0)
Metrolink Extension	6. Construction	4.1(4.1)
Redlands Rail	2. PA&ED	4.5(4.5)
Redlands Rail	3. PS&E	3.1(0.0)
Metrolink Extension	4. Right of Way	3.3(0.0)
Metrolink Extension	5. Construction	23.1(2.4)
Valley Express Bus/Bus Rapid Transit Program		
E Street sbX allocation	5. Construction	State/Fed\$ thru Omnitrans budget
Valley Transportation Management Systems		
Regional Rideshare Programs - CMAQ/MSI	5. Construction	0.2(0.2)
Call Box System	5. Construction	0.2(0.2)
Intelligent Transportation System	5. Construction	0.1(0.1)
Clean Fuels Implementation	6. Other	0.3(0.2)
Victor Valley Major/Local Highways		

Project	Phase	Anticipated Expenditure for FY 12/13 (\$Millions) Total\$(Measure I\$)
Program		
I-15/La Mesa Road-Nisquali Road Interchange	5. Construction	20.5(4.5)+Local\$
Yucca Loma Corridor - Mojave Bridge	5. Construction	19.3(0.5)+Local\$
I-10 Route 15 Ranchero Road Interchange Construction	5. Construction	21.4(4.3)+Local\$
Yucca Loma Corridor (Yates and Green tree)	5. Construction	4.0(4.0)+Local\$
US-395 Interim widening	3. PS&E	3.5(0.0)
US-395 Interim widening	4. Right of Way	2.6(0.1)
Phelan Rd or unincorporated	5. Construction	2.5(2.5)
Victor Valley Transportation Management Systems		
High Desert Corridor	2. PA&ED	0.2(0.2)
Regional Rideshare Programs - CMAQ/MSI	5. Construction	0.1(0.1)
Call Box System	5. Construction	0.02(0.02)
North Desert Major/Local Highways Program		
Lenwood Road/BNSF Grade Separation	4. Right of Way	0.2(0.2)
Lenwood Road/BNSF Grade Separation	5. Construction	19.4(0.3)

Allocation Proposal for Valley Arterials and Project Advancement Programs

One of the additional allocation planning activities is to determine how much funding should be assigned for local jurisdiction use in the Valley Major Street/Arterial Sub-program and both the Valley Freeway Interchange and Valley Major Street Project Advancement Agreement (PAA) Programs. For the first two years of Measure I 2010-2040, the Valley PAA programs were allocated 40% of the projected Measure I revenue for those programs. This is proposed to continue in Fiscal Year 2012-2013 for the Interchange Program, but a departure from that percentage is proposed for the Major Street PAA Program, as described below.

SANBAG staff has conducted an analysis of the invoicing of projects for the Valley Major Street/Arterial Subprogram and has found that invoicing for Fiscal Year 2010-2011 and for the first six months of Fiscal Year 2011-2012 represents only about 15 percent of the Measure I funds that have been allocated. Discussions with the Transportation Technical Advisory Committee (TTAC) have

indicated that there may be several reasons for this: project schedules may have slipped due to issues faced in project development; the local development share funding may not be available given the economic conditions; or jurisdictions are waiting to proceed with their larger projects until more funding has been accumulated.

SANBAG staff presented a proposal to the TTAC at its meetings on both January 9 and January 30 to add the un-invoiced arterial allocations for FY 2010-2011 to the proposed allocation for the Major Street PAA Program for Fiscal Year 2012-2013. Jurisdictions were provided with an opportunity to inform SANBAG staff of forthcoming invoices through the end of Fiscal Year 2011-2012, and these forecasts of pending invoices were taken into consideration.

The benefit of this proposal is that the PAA reimbursements to local jurisdictions can proceed more quickly, with the expectation that the reimbursements could be applied to the delivery of additional projects in each of those jurisdictions. Concern was expressed by several jurisdictions that this action may put their future allocations at risk or delay access to those allocations. However, the Measure I Strategic Plan contains several protections:

- Jurisdictions are guaranteed an “equitable share” of the arterial program funds over the life of the Measure. The equitable share is based on the public share of the project need as defined in the Development Mitigation Nexus Study.
- The funds are not being used by another program, but are being retained within the Valley Major Street Program.
- If additional allocations are required to meet arterial (non-PAA) project needs in subsequent years, the PAA reimbursements can be allocated less than 40 percent during those years until the full arterial allocation is replenished.
- Mid-year adjustments to allocations among jurisdictions could be approved, if necessary, taking advantage of unused allocations or delayed invoicing.

The specific proposal for allocation of Measure I Valley Interchange and Arterial Sub-program funds for the Fiscal Year 2012-2013 budget is shown in Table 3. The PAA allocation for the Major Street program reflects an increase of \$4,258,470 over what would have otherwise been allocated (approximately \$8.3 million). This will enable SANBAG to go farther down the chronological list of vendor invoices to be reimbursed. The total allocation to Valley arterials is proposed as \$4,176,710. The arterial allocation would have been approximately \$8.4 million without subtracting the additional allocation to the PAA program.

The arterial allocation reflects the adjustment of the split between the railroad grade separations and the arterials to 33%/67%, per the 10-Year Delivery Plan and associated change to Strategic Plan policy.

The cumulative allocations shown in the table represent a summation of the allocations for the first three years of Measure I 2010-2040. Each jurisdiction will have access to the cumulative total, minus what they have already invoiced. An expanded table showing how the recommended arterial allocations were derived is provided in Attachment 1. This more detailed table has been reviewed with the TTAC.

Table 3. Proposed Allocation of Valley Major Street/Arterial Sub-program funds and Measure I funds for Valley Project Advancement Programs

Jurisdiction	Arterial Equitable Share	FY 10/11 Allocation	FY 11/12 Allocation	Proposed FY 12-13 Allocation	Proposed Cumulative Allocation Through FY 12-13
Chino	7.60%	\$482.68	\$638.40	\$158.39	\$1,279.47
Chino Hills	2.20%	\$139.72	\$184.80	\$45.85	\$370.37
Colton	2.50%	\$158.78	\$210.00	\$52.10	\$420.88
Fontana	19.50%	\$1,238.45	\$1,638.00	\$786.17	\$3,662.62
Grand Terrace	1.40%	\$88.91	\$117.60	\$29.18	\$235.69
Highland	6.80%	\$431.87	\$571.20	\$141.72	\$1,144.79
Loma Linda	4.10%	\$260.39	\$344.40	\$85.45	\$690.24
Montclair	0.60%	\$38.11	\$50.40	\$22.50	\$111.01
Ontario	12.30%	\$781.17	\$1,033.20	\$434.90	\$2,249.27
Rancho Cucamonga	5.10%	\$323.90	\$428.40	\$430.19	\$1,182.49
Redlands	4.90%	\$311.20	\$411.60	\$102.12	\$824.92
Rialto	3.90%	\$247.69	\$327.60	\$81.28	\$656.57
San Bernardino	7.90%	\$501.73	\$663.60	\$164.65	\$1,329.98
Upland	2.30%	\$146.07	\$193.20	\$47.94	\$387.21
Yucaipa	6.00%	\$381.06	\$504.00	\$506.11	\$1,391.17
County	12.90%	\$819.28	\$1,083.60	\$1,088.14	\$2,991.02
Total	100.00%	\$6,351.00	\$8,400.00	\$4,176.71	\$18,927.72
PAA Maj. St. Alloc.		\$5,293.00	\$6,970.00	\$12,533.25	\$24,796.25
PAA Interchg Alloc.				\$4,215.20	\$4,215.20

It should also be noted that the allocation proposal includes additional funding for the PAA and arterial programs resulting from the excess revenue from the sales tax that was received in Fiscal Year 2010-2011 over and above what was allocated for that year. The actual revenue came in higher than the estimate, and this increment has been added to the proposed allocation for Fiscal Year 2012-2013.

In addition to the Valley PAA programs, funds are being reserved for reimbursement of the City of Hesperia's PAA for the I-15/Ranchero interchange. The estimate of allocation for that purpose is \$682,500, representing 20 percent of the Measure I funds forecast for the Victor Valley Major Local Highways Program.

It should be recognized that the Measure I Strategic Plan anticipated, and made provision for, the need to under-allocate to certain jurisdictions in any given year and over-allocate to other jurisdictions, following the ebb and flow of local jurisdiction project delivery. This was designed to optimize the use of the available funds for the Major Street Program, while providing assurances that each jurisdiction would receive its equitable share. The objective is to put the funds to work, not retain them in SANBAG accounts. One of the main principles of the Strategic Plan is expediting project delivery. These policies and the Major Street allocation proposal in this agenda item are consistent with that objective.

Financial Impact: Preparation of these analyses is consistent with the Fiscal Year 2011/2012 SANBAG Budget, Task No. 51512000.

Reviewed By: This item will be reviewed by the Major Projects Committee on February 9, 2012 and the Mountain/Desert Committee on February 17, 2012.

Responsible Staff: Steve Smith, Chief of Planning

Allocation Planning Proposal for the Measure I Major Street/Arterial Program for FY 2012-2013 (Dollars are in \$1,000s)
 Draft, for discussion at the Transportation Technical Advisory Committee on January 30, 2012
 Reflects responses to SANBAG e-mail of January 11, 2012 requesting a forecast of arterial invoicing through FY 11-12

A. Jurisdiction	B. Equitable Share	C. FY 10/11 Allocation	D. FY 11/12 Allocation	E. Cumulative Allocation (Total of Both Years)	F. Invoicing to Date, plus Forecast through FY 11-12, up to FY 10/11 Balance)	G. FY 10/11 Balance	H. Cumulative Balance, FY 10/11 Plus FY 11/12	I. FY 12-13 Allocation "by formula" (67% of Maj. St. \$)	J. FY 12-13 Allocation with Supplemental FY 10-11 Funds*	K. Cumulative Allocation Through FY 12-13 (E plus J) adjustments	L. Proposed FY 12-13 Allocation (J minus G) (Amt. to be budgeted)	M. Proposed Cumulative Allocation Through FY 12-13 (E plus K)
Chino	7.60%	\$482.68	\$638.40	\$1,121.08	\$ -	\$482.68	\$1,121.08	\$585.38	\$641.07	\$1,762.15	\$158.39	\$1,279.47
Chino Hills	2.20%	\$139.72	\$184.80	\$324.52	\$ -	\$139.72	\$324.52	\$169.45	\$185.57	\$510.09	\$45.85	\$370.37
Colton	2.50%	\$158.78	\$210.00	\$368.78	\$ -	\$158.78	\$368.78	\$192.56	\$210.88	\$579.66	\$52.10	\$420.88
Fontana	19.50%	\$1,238.45	\$1,638.00	\$2,876.45	\$ 379.76	\$858.69	\$2,496.69	\$1,501.95	\$1,644.86	\$4,521.31	\$786.17	\$3,662.62
Grand Terrace	1.40%	\$88.91	\$117.60	\$206.51	\$ -	\$88.91	\$206.51	\$107.83	\$118.09	\$324.60	\$29.18	\$235.69
Highland	6.80%	\$431.87	\$571.20	\$1,003.07	\$ -	\$431.87	\$1,003.07	\$523.76	\$573.59	\$1,576.66	\$141.72	\$1,144.79
Loma Linda	4.10%	\$260.39	\$344.40	\$604.79	\$ -	\$260.39	\$604.79	\$315.80	\$345.84	\$950.63	\$85.45	\$690.24
Montclair	0.60%	\$38.11	\$50.40	\$88.51	\$ 10.00	\$28.11	\$78.51	\$46.21	\$50.61	\$139.12	\$22.50	\$111.01
Ontario	12.30%	\$781.17	\$1,033.20	\$1,814.37	\$ 178.54	\$602.63	\$1,635.83	\$947.39	\$1,037.53	\$2,851.90	\$434.90	\$2,249.27
Rancho Cucamong	5.10%	\$323.90	\$428.40	\$752.30	\$ 381.17	\$0.00	\$371.13	\$392.82	\$430.19	\$1,182.49	\$430.19	\$1,182.49
Redlands	4.90%	\$311.20	\$411.60	\$722.80	\$ -	\$311.20	\$722.80	\$377.41	\$413.32	\$1,136.12	\$102.12	\$824.92
Rialto	3.90%	\$247.69	\$327.60	\$575.29	\$ -	\$247.69	\$575.29	\$300.39	\$328.97	\$904.26	\$81.28	\$656.57
San Bernardino	7.90%	\$501.73	\$663.60	\$1,165.33	\$ -	\$501.73	\$1,165.33	\$608.48	\$666.38	\$1,831.71	\$164.65	\$1,329.98
Upland	2.30%	\$146.07	\$193.20	\$339.27	\$ -	\$146.07	\$339.27	\$177.15	\$194.01	\$533.28	\$79.94	\$387.21
Yucaipa	6.00%	\$381.06	\$504.00	\$885.06	\$ 381.06	\$0.00	\$504.00	\$462.14	\$506.11	\$1,391.17	\$506.11	\$1,391.17
County	12.90%	\$819.28	\$1,083.60	\$1,902.88	\$ 819.28	\$0.00	\$1,083.60	\$993.60	\$1,088.14	\$2,991.02	\$1,088.14	\$2,991.01
Total	100.00%	\$6,351.00	\$8,400.00	\$14,751.00	\$2,149.81	\$4,258.47	\$12,601.20	\$7,702.32	\$8,435.18	\$23,186.18	\$4,176.71	\$18,927.72
PAA set-aside		\$5,293.00	\$6,970.00	\$12,263.00	\$5,293.00	\$0.00	\$6,970.00	\$7,664.00	\$8,274.78	\$20,537.78	\$12,533.25	\$24,796.25

* Additional funds from actual revenues exceeding allocation in FY 10/11

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG 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. SANBAG 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

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

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning

- Develop an accessible, efficient, multi-modal transportation system

- Strengthen economic development efforts

- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996