Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

•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

March 15, 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

Vice-Chair
Michael Tahan, Council Member
City of Fontana

Neil Derry, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Gary Ovitt, Supervisor
County of San Bernardino

Janice Rutherford, Supervisor
County of San Bernardino

Pete Aguilar, Mayor
City of Redlands

Paul M. Eaton, Mayor
City of Montclair

Ed Graham, Council Member
City of Chino Hills

Larry McCallon, Mayor
City of Highland

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pat Morris, Mayor
City of San Bernardino

Ray Musser, Mayor
City of Upland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Ed Scott, Mayor Pro Tem
City of Rialto

Walt Stanckiewitz, Mayor
City of Grand Terrace

Alan Wapner, Council Member
City of Ontario

Dennis Yates, Mayor
City of Chino

Sarah Zamora, Mayor
City of Colton

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
March 15, 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

Notes/Action

1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of March 15, 2011. **Pg. 9**

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. 17**

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. 21**

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

Discussion Calendar

4. **Budget Review for Project Delivery Tasks** **Pg. 24**

Budget Review **Garry Cohoe**

5. **State Route 210 (SR-210) Lane Addition from Highland Avenue to Interstate 10 (I-10)** **Pg. 114**

Award Contract C12137 to URS Corporation (URS) for the preparation of Preliminary Engineering and Environmental Document for the State Route 210 Lane Addition Project from Highland Avenue to Interstate 10, for a not-to-exceed amount of $3,051,971. **Garry Cohoe**

6. **Intestate 215 (I-215)/Mount Vernon-Washington Interchange Improvement Project** **Pg. 156**

Authorize the release of Request For Proposals (RFP) 12214 for the preparation of Preliminary Engineering and Environmental Document, with an option for the preparation of Plans, Specifications, and Estimate (PS&E) for the I-215 Mount Vernon-Washington Interchange Improvement Project. **Garry Cohoe**

7. **Right-of-Way appraisals and acquisition for the Laurel Street Grade Separation Project** **Pg. 191**

1. Approve appraisals on properties needed for the Laurel Street Grade Separation Project for one full acquisition, 7 permanent easements, 12 temporary construction easements, and 8 utility easements on 13 properties in the City of Colton as identified in Attachment "A", copies of which are on file with the Director of Project Delivery.

2. Authorize acquisition of parcels needed for the Laurel Street Avenue Grade Separation Project as listed in Attachment "A" at a not to exceed aggregate total of $1,098,000.

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 Laurel Street Grade Separation Project similar to that procedure utilized pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507).
Garry Cohoe

Notes/Action

8. Engineering services for the Laurel Street Grade Separation Project **Pg. 216**

Approve Amendment No. 1 to Contract C11001 with TranSystems for the Laurel Street Grade Separation Project for an increase of $807,726 with a revised not-to-exceed contract amount of $4,656,617 including contingency, and to extend the contract term through March 31, 2015.
Garry Cohoe

9. Interstate 10 (I-10) / Cherry Avenue Interchange Construction **Pg. 230**

1. Approve Amendment No. 3 to Construction Cooperative Agreement C11091 with City of Fontana and County of San Bernardino for the I-10/Cherry Avenue Interchange Project to revise the funding as shown in Attachment A.

2. Approve Amendment No. 3 to Construction Cooperative Agreement C11093 with Caltrans for the I-10/Cherry Avenue Interchange Project.

3. Approve the Interstate 10 (I-10)/Cherry Avenue Interchange Project Plans, Specifications, and Estimates (PS&E) package; and

4. Authorize the Director of Project Delivery to release Invitation for Bids No. C12224 to obtain construction bids for the Interstate 10 (I-10)/Cherry Avenue Interchange Project.

5. Authorize the award of Contract No. C12224 for construction of the Interstate 10 Cherry Avenue Interchange project to proceed directly to the Board of Directors for approval to award the Contract without further consideration by the Major Projects Policy Committee. **Paula Beauchamp**

10. Memorandum of Understanding with Calmat **Pg. 244**

Approve the Memorandum of Understanding (MOU), C12215 between SANBAG and CalMat (Parties) for the Palm Avenue Grade Separation Project. **Paula Beauchamp**

Notes/Action

11. Right of way appraisals and acquisitions for the Palm Avenue Grade Separation Project **Pg. 257**

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 $4,875,000 increasing the total allowance for property acquisitions for the project to $6,875,000.

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).
Paula Beauchamp

12. Right of Way Services for Devore Junction Goods Movement Project **Pg. 284**

1. Award Contract No. C12002 for Right of Way Project Management and Acquisition Services on the Devore project to Overland Pacific and Cutler, Inc., for a total not to exceed of $3,197,565 and a contract duration through December 31, 2019.

2. Approve a contingency amount of $230,000 for Contract No. C12002 and authorize the Executive Director, or designee to release contingency as required for the project.

3. Award Contract No. C12054 for Right of Way Utility Relocation and Railroad Coordination Services on the Devore project to Overland Pacific and Cutler, Inc., for a total not to exceed contract value of $1,237,127 and a contract duration through December 31, 2016.

4. Approve a contingency amount of $87,483 for Contract No. C12054 and authorize the Executive Director, or designee to release contingency as required for the project.

5. Authorize a contract term for both Contract No. C12002 and No. C12054, which exceeds the three (3) year maximum contract term for standard contracts as identified in SANBAG's Contracting and Procurement Policy 11000.
Paula Beauchamp

Notes/Action

13. Devore Interchange Design-Build Cooperative Agreement **Pg. 314**

1. Approve Cooperative Agreement No. C12216 with Caltrans for the I-15/I-215 Devore Junction Goods Movement Project for execution of the design-build phase of the project which defines roles and responsibilities between the two agencies for this project phase and provides a funding commitment by SANBAG for $114,479,000 utilizing a variety of Federal, State, and local funds including $8,011,000 in Measure I 2010-2040 Cajon Pass funds.

2. Authorize a contract term through December 31, 2017 for Cooperative Agreement No. C12216, which exceeds the three (3) year maximum contract term for contracts as identified in SANBAG' Contracting and Procurement Policy 11000. **Paula Beauchamp**

14. Interstate 15/Interstate 215 Devore Interchange Improvement Project Contract Amendment **Pg. 342**

1. Approve Amendment No. 4 to Contract No. C08013 with AECOM Technical Services, Inc. for engineering and environmental services on the Interstate 15/ Interstate 215 (I-15/I-215) Devore Interchange Improvement Project for an increase of $713,968.00 in the contract amount for a new contract amount of $10,694,693.00.

2. Authorize a contract term through April 30, 2016 for Contract C08013, which exceeds the three (3) year maximum contract term for contracts as identified in SANBAG' Contracting and Procurement Policy 11000.
Paula Beauchamp

15. Interstate 10 (I-10)/Tippecanoe Phase 1 Interchange Project **Pg. 357**

1. Approve Award of Contract No. C11215 with Simon Wong Engineering for Construction Management Services for I-10/Tippecanoe Phase 1 Interchange Project in an amount not-to-exceed $1,751,730.00.

2. Approve a contingency amount for Contract No. C11215 of $175,173.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

3. Approve the Interstate 10/Tippecanoe Phase 1 Interchange Project Plans, Specifications, and Estimates (PS&E) package; and

4. Authorize staff to proceed directly to Board without prior Major Projects Policy Committee approval for the award of construction Contract No. C12196.

5. Authorize staff to proceed directly to Board without prior Major Projects Policy Committee approval for the award of construction Contract No. C12196.
Paula Beauchamp

Notes/Action

16. **Environmental Mitigation for the Interstate 10 (I-10)/Tippecanoe Phase 1 Interchange Project** **Pg. 400**

Authorize the payment of $120,000 for the purchase of 2.0 acres of credits within the Santa Ana Watershed Authority (SAWA) In-Lieu Fees Program to mitigate the impacts to drainage facilities associated with the I-10/Tippecanoe Phase I Interchange project. **Paula Beauchamp**

17. **Amendment No. 1 Contract No. C09179 with Advantec Consulting Engineers, Inc,. for Design and Implementation for Coordinated Traffic Signal System Program Tiers 3 & 4.** **Pg. 402**

1. Approve Amendment No. 1 to Contract No. C09179 with Advantec Consulting Engineers, Inc., for Design and Implementation for Coordinated Traffic Signal System Program Tiers 3 & 4 to increase the contract amount by $74,617 to $2,662,549 and modify the scope of work.

2. Approve budget amendment to increase Task No. 0701 Valley Signal Coordination Program by $74,617 from Congestion Mitigation Air Quality (CMAQ) funds. **Philip Chu**

18. **Local Stimulus Program Update** **Pg. 407**

Receive report on the identified projects. **Duane A. Baker**

19. **Borrowing to facilitate freeway interchange project delivery in the Valley subarea** **Pg. 413**

Receive information and provide direction on issues related to borrowing to expedite freeway interchange and arterial project delivery in the Valley subarea. **Steve Smith**

Additional Items from Committee Members

Director's Comments

Brief Comments by General Public

Acronym Listing **Pg. 460**

ADJOURNMENT

The Next Major Projects Committee Meeting:
April 12, 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

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TRANSPORTATION MEASURE I

■ 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: March 15, 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 *Chad Mathes*	All American Asphalt Anderson Drilling CGO Construction Chrisp Company Coffman Specialties Cleveland Wrecking

*

Approved
Major Projects Committee

Date: *March 15, 2012*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
MPC1203z-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. *Daniel E. Himick*	DC Hubbs Precision Survey Power Plus Moore Electrical Statewide Cruco Paving Diversified Landscape La Londe

3-B (Cont.)	C10007		RMA Pavement Recycling Systems CMC Rebar Kirby Cal Stripe Top of Line Sweeping Harber Companies CGO Construction Concrete Coring Jo Jo trucking Riley Trucking G & F Concrete Cutting SRD Engineering Cooper Engineering Pipeline Calmex Engineering Gwinco CTM Construction Asher Avar Competitive Edge Engineering Hyatt Development Coral Construction Blue Iron Fisk K & B Boring Custom Rock Cross-town Electrical and Data Dorado & Dorado

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 Constractors Penhall Company
3-C	C11105	Pacific Restoration Group *John Richards*	Hi-Way Safety Ayala Boring JFL Electric, Inc.
3-D	C10198	Republic ITS *James A. Wagner*	None
3-E	C10190	Beador Construction *David Beador*	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. *Daniel E. Himick*	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
5	C12137	URS Corporations (URS) Jeff Chapman, P.E.	ICF Jones & Stokes Psomas Value Management Strategies, Inc. CNS Engineers, Inc. Epic Land Solutions, Inc.
7	N/A	CIP Investments LP APN 0160-241-11 Williams Furnace Company APN 0161-061-39 Atchison, Topeka & Santa Fe Railroad Company APN 0160-242-32 APN 0160-242-33 APN 0160-242-34 APN 0160-242-40 APN 0160-151-17 APN 0160-161-04 APN 0161-061-37 APN 0161-061-38 APN 0161-081-01 APN 0161-081-12	None

		Marcus & Rosemary Aguirre Dept of Veteran's Affairs APN 0160-242-45 APN 0160-242-46 Ernesto & Ivelisse Alcala APN 0161-081-10 Francisco & Virginia Huape APN 0161-091-11 Carmen Rodriguez APN 0161-091-10 Sergio & Emelina Diaz APN 0161-091-13 Gregorio Morones APN 0161-091-22 7 Dolphins Properties APN 0161-091-21 Burchco, LLC APN 0160-151-16 Rieder Enterprises, LLC APN 0160-242-23 San Bernardino Flood Control District APN 0160-161-02	
8	C11101	Transystems *Jamal Salman*	TRC Solutions Inc. ACT Consulting Engineers Inc. Arellano Associates David Evans and Associates Earth Mechanics Inc. LDP Design Group LSA Associates Inc. Utility Specialists

10	MOU C12215	CalMat *Mike Linton*	None
11	N/A	CalMat Land Company APN 0262-051-29 Van Valkenburgh Investments LL/Beaverhead APN 0266-021-43	None
12	C12054	Overland, Pacific, and Cutler, Inc. *Joey Mendoza*	RailPros
12	C12002	Overland, Pacific, and Cutler, Inc. *Joey Mendoza*	Kiley Company Lidgard & Associates, Inc. Hennessey & Hennessey LLC Desmond, Marcelo & Amster, LLC Donna Desmond Associates Hodges Lacy & Associates, LLC Lawyers Title SCS Engineers Converse Consultants CSC/CSC Targhee, Inc.
14	C08013-04	AECOM Technical Services, Inc. *Mario Montes*	LSA Associates, Inc. Stantec Consulting Corporation Overland, Pacific, and Cutler, Inc. Arellano Associates PB Americas, Inc./Associated Engineers, Inc. Earth Mechanics, Inc. Iteris, Inc./Meyer, Mohaddes Associates Value Management Strategies, Inc.

15	C11215	Simon Wong Engineering Marc McIntyre, P.E.	Arcadis U.S., Inc. Towill, Inc. Leighton Consulting, Inc. BetKon, Inc. Ghiradelli Associates, Inc.
17	C09179-01	Advantec Consulting Engineers, Inc. *Leo Lee*	TransCore Inc. System Integrated Inc. RBF Consulting Hartzog-Crabill Inc. JM Diaz Inc. TEP Inc.

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	X										
Ray Musser City of Upland	X	X										
Janice Rutherford Board of Supervisors	X											
Sarah Zamora City of Colton	X	X										
Rhodes "Dusty" Rigsby City of Loma Linda	X	X										
Walt Stanckiewitz City of Grand Terrace	X	X										
Pete Aguilar City of Redlands	X	X										
Josie Gonzales Board of Supervisors	X	X										
Neil Derry Board of Supervisors		X										
Larry McCallon City of Highland	X											
Patrick Morris City of San Bernardino	X	X										
Ed Graham City of Chino Hills	X	X										
Michael Tahan City of Fontana	X	X										
Gary Ovitt Board of Supervisors		X										

X = Member attended meeting. Empty box = Member did not attend meeting Shaded box = Not a member at the time.

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	X										
Ed Scott City of Rialto												
Alan Wapner City of Ontario	X	X										
L. Dennis Michael City of Rancho Cucamonga	X											
Dennis Yates City of Chino	X	X										

X = Member attended meeting. Empty box = Member did not attend meeting Shaded box = Not a member at the time.

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 Stanckiewitz 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. Empty box = Member did not attend meeting Shaded box = Not a member at the time.

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.

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: March 15, 2012

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

Recommendation:* Review and ratify change orders.

Background: Of SANBAG's seven on-going construction contracts all 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 3 ($100,000.00 increase for maintaining roadways for the convenience of public traffic); CCO No. 4 Supplement 1, ($100,000.00 increase to compensate contractor for fluctuations in California Statewide Paving Asphalt Price Index); CCO No. 10 Supplements 1, ($10,000.00 increase to compensate contractor for potholing existing utilities); CCO No. 18 Supplement 3, ($50,000.00 increase for repairing damaged or failing roadway); CCO No. 33 Supplement 1, ($35,000.00 increase for revisions to Drainage Systems 101 and 102, Segment 2); CCO No. 64 Supplement 2, ($49,000.00 increase for additional funds to perpetuate existing improvements to properties that are temporarily utilized during construction); CCO No. 69, ($95,000.00 increase to compensate contractor for work associated with changes in Stage Construction and Traffic Handling Plans by the Designer); CCO No. 91, ($75,000.00 increase to construct southbound roadway transition from

*

Approved
Major Projects Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Segment 5 to Segment 2 and temporary drainage system under transition); CCO No. 99 Supplement 1, ($86,394.57 increase for additional funds to change elevation of Drainage System No. 100 to avoid existing Verizon duct bank); CCO No. 105, ($77,228.78 increase to install grated line drain in moment barrier slab for MSE Wall 117W); CCO No. 118, ($7,916.33 increase to modify closure pour deck thickness and soffit lighting conduits at 2nd and 3rd Street UCs) and CCO No. 122, ($120,000.00 increase to settle NOPC No. 8 involving costs incurred during rain events of 12/16/2010 thru 1/14/2011).

B. CN C10007 with C.C. Myers Inc. for the I-10 and Riverside Avenue Interchange reconstruction project: CCO No. 24, ($3,558.00 increase for additional reinforced concrete to provide a transition from Retaining Wall 314 to existing trapezoidal channel); CCO No. 39, ($1,941.65 increase for upgrades to monitor equipment for Caltrans video detection system at eastbound ramps as requested by Caltrans); CCO No. 41, ($5,000.00 increase for construction of protective concrete saddle between Storm Drain line 14-K and roadway structural section); CCO No. 42, ($17,000.00 increase to compensate contractor for re-grading of roadway base material due to erroneous survey data); CCO No. 44, ($7,000.00 increase for the removal and disposal of partially constructed and unoccupied nests of migratory birds); CCO No. 48, ($5,051.00 increase for payment of extra work encountered during construction of outside shoulder pavement rehabilitation); CCO No. 55, ($500.00 increase for providing additional ramp metering equipment); CCO No. 76, ($15,000.00 increase for removal, disposal and backfill of two existing sign foundations); CCO No. 77, ($15,000.00 increase for removal and disposal of four trees along two ramp areas) and CCO No. 85, ($600.000.00 increase to compensate contractor for Incentive Payment for early completion of work).

C. CN C11105 with Pacific Restoration Group for the SR-210 Segment 8 Landscape construction project: CCO No. 1, ($7,650.00 increase to compensate contractor for additional work necessary to conform to SWPPP Risk Level 2 requirements); CCO No. 2, ($5,000.00 increase to compensate contractor for correcting deficiencies with existing irrigation) and CCO No 3, ($7,500.00 increase for correcting deficiencies with existing plantings).

D. CN C10198 with Republic ITS for the Tiers 3 & 4 Valleywide Coordinated Signal Program project: CCO No. 5, ($22,347.62 increase for replacement of existing controller cabinet in Rancho Cucamonga); CCO No. 6, ($20,380.00 decrease for elimination of contract item work found to be done by others) and CCO No. 7, ($7,000.00 increase to compensate contractor for additional work needed to install master controllers in City of Chino basement).

E. CN C10-190 with Beador Construction Co. for the I-10 Westbound Lane Addition project: CCO No. 5, ($12,500.00 increase to establish Dispute

Review Board as required in the Special Provisions); CCO No. 6, ($19,721.00 increase for modification to concrete barrier and Drainage System 2); CCO No. 7 Supplement 1, ($10,000.00 increase to provide for additional pavement delineation to improve safety and traffic control to facilitate work); CCO No. 9, ($165,000.00 increase for additional slab replacement of existing roadway not adjacent to new construction per Caltrans request); CCO No. 10, ($15,000.00 increase to compensate contractor for disposal fees due to encountering differing site conditions); CCO No. 11, ($20,000.00 increase for modifications to Drainage Systems 6 and 7 and removing and disposing of buried man-made objects); CCO No. 12, ($2,000.00 increase to compensate contractor for costs incurred to provide electrical connections not shown on plans); CCO No. 16, ($1,500.00 increase to compensate contractor for removal and disposal of buried man-made objects at Drainage System 1) and CCO No. 17, (no cost/no credit to allow contractor to place additional construction joints when placing Plain Jointed Concrete Pavement).

F. CN C11-004 with C.C. Myers Inc. for the North Milliken Avenue Grade Separation project: CCO No. 3, ($643,648.87 decrease in cost due to the contractor's Value Engineering Change Order Proposal proposing to change the bridge superstructure type from a structural steel plate girder to a precast concrete single box beam girder).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. TN 0824, TN 0838, TN 0841, TN 0824, TN 70111000 and TN 0862.

Reviewed By: This item will be reviewed by the Major Projects Committee on March 15, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and accepted these agreements as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

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TRANSPORTATION MEASURE I

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: March 15, 2012

Subject: 2012/2013 Budget – Major Projects Delivery Program Tasks

Recommendation:* Receive Draft Major Projects Delivery Program task budgets for the Fiscal Year 2012/2013.

Background: The proposed Fiscal Year 2012/13 Budget amounts include prior year Board approved appropriations to be expended in Fiscal Year 2012/2013. The narratives provide information on prior year budget commitments.

The Fiscal Year 2012/13 Major Projects Delivery Program budget provides the funding to continue the project development and construction of most of the projects included in last year's budget. Since the adoption of last year's budget one task has been added. In addition, it is recommended that one task be closed. The new and closed tasks are described below.

Task 890, I-15/Ranchero Road Interchange, was amended into the FY2010/2011 Budget by the SANBAG Board, therefore it is the first time it has been included in an annual budget.

Task 875, Main Street Grade Separation, project development has not commenced since the funding to complete the project has not been identified. Therefore, it is recommended that this task be closed until funding is identified.

*

Approved
Major Projects Committee

Date: *March 15, 2012*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

The attached narratives describe the scope of work and the costs related for each task in the fiscal budget for 2012/2013. The proposed Fiscal Year 2012/13 Budget amounts include prior year Board approved appropriations to be expended in Fiscal Year 2012/2013. The narratives provide information on prior year budget commitments.

The following tasks are presented for Committee review:

Task	Major Projects Delivery Program	Manager	Proposed Budget	Page No.
0701	Valley Signal Coordination	Cohoe	$1,471,692	27
0815	Measure I Program Management	Cohoe	$5,139,871	29
0817	State Route 60 Sound Wall	Cohoe	$73,153	33
0819	Highway 61 & Rotary Way Traffic Signal	Baker	$450,000	35
0820	State Route 210 Final Design	Cohoe	$248,794	37
0822	State Route 210 Right of Way Acquisition	Cohoe	$3,302,137	39
0824	State Route 210 Construction	Cohoe	$6,152,037	41
0825	Interstate 10 Corridor Project Development	Cohoe	$4,028,921	44
0826	Interstate 10 Cherry/Citrus Interchanges	Cohoe	$71,716,004	46
0830	Interstate 215 San Bernardino/Riverside Project Development	Cohoe	$16,529	49
0834	Interstate 215 Final Design	Cohoe	$367,604	51
0836	Interstate 215 Right of Way Acquisition	Cohoe	$2,902,287	53
0838	Interstate 215 Construction	Cohoe	$79,708,699	55
0839	Interstate 215 Bi-County HOV Gap Closure Project	Cohoe	$18,849,276	58
0840	Interstate 215 Barton Road Interchange	Cohoe	$25,812,782	60
0841	Interstate 20 Riverside Interchange	Cohoe	$3,203,056	62
0842	Interstate 10 Tippecanoe Interchange	Cohoe	$39,513,158	65
0845	Interstate 215 Mt. Vernon/Washington Interchange	Cohoe	$467,550	68
0850	Alternative Project Financing	Cohoe	$3,623,386	70
0862	Interstate 10 Westbound Lane Addition – Yucaipa/Redlands	Cohoe	$9,912,687	72
0869	Glen Helen Parkway Grade Separation	Cohoe	$4,401,564	74
0870	Hunts Lane Grade Separation	Cohoe	$12,566,976	76
0871	State St./University Parkway Grade Separation	Cohoe	$329,335	78
0874	Palm Avenue Grade Separation	Cohoe	$9,845,056	80
0876	South Milliken Avenue Grade Separation	Cohoe	$6,842,332	83
0877	Vineyard Avenue Grade Separation	Cohoe	$1,254,364	85
0879	Colton Crossing BNSF/UPRR Grade Separation	Cohoe	$91,539,297	87

Task	Major Projects Delivery Program	Manager	Proposed Budget	Page No.
0880	Interstate 15/Interstate 215 Devore Interchange	Cohoe	$22,093,741	89
0881	Lenwood Avenue Grade Separation	Cohoe	$4,665,791	91
0882	North Milliken Avenue Grade Separation	Cohoe	$17,125,142	94
0883	State Route 210 Pepper Avenue Interchange	Cohoe	$2,272,943	96
0884	Laurel Avenue Grade Separation	Cohoe	$15,809,942	98
0885	9th Street Rail Improvements	Cohoe	$4,220,161	101
0886	Colton Quiet Zone	Cohoe	$3,162,755	102
0887	State Route 210 Lane Addition	Cohoe	$1,066,244	104
0888	Interstate 15 La Mesa/Nisqualli Interchange	Cohoe	$16,191,609	106
0889	Yucca Loma Bridge	Baker	$7,486,841	109
0890	Interstate 15 Ranchero Road Interchange	Cohoe	$13,355,805	111

Financial Impact: These tasks will be part of the overall budget adoption which establishes the financial and policy direction for the next fiscal year.

Reviewed By: This item is scheduled for review by the Major Projects Committee on March 15, 2012.

Responsible Staff: Garry Cohoe, Director of Project Development

TASK: 0701 VALLEY SIGNAL COORDINATION PROGRAM

PURPOSE: Improve the flow of traffic on the San Bernardino Valley arterial streets by coordinating the traffic signals.

ACCOMPLISHMENTS: In September 2000, the SANBAG Board of Directors adopted the San Bernardino Valley Coordinated Traffic Signal System Plan. When the Plan is fully implemented, a comprehensive system of coordinated traffic signals is estimated to result in a 10 to 15 percent reduction in travel times, and an associated reduction in fuel consumption, mobile source emissions, and rear-end collisions. As described by the Plan and with the participation of all Valley cities, the County of San Bernardino, and Caltrans District 8, a phased improvement program was adopted to upgrade and coordinate nearly 1,200 traffic signals on regionally significant arterial segments to achieve inter-jurisdictional traffic signal coordination throughout the Valley area.

Construction of Tiers 1 & 2 of the program was completed in September 2008. SANBAG's responsibility for operation and maintenance for Tier 1 & 2 was completed in June 2011. Construction of Tiers 3 & 4 of the program was completed in March 2012. A three year on-call maintenance contract for Tiers 1 & 2 was awarded in November 2011 and a one year monitoring and maintenance contract for Tiers 3 & 4 was awarded in April 2012.

WORK ELEMENTS:

1. Continue the on-call and monitoring and maintenance phase for Tiers 1 & 2 and Tiers 3 & 4.

2. Prepare an analysis of system-wide traffic operation before-and-after program implementation of Tiers 3 & 4.

PRODUCT: Implementation of the San Bernardino Valley Coordinated Traffic Signal System Plan as adopted by the SANBAG Board of Directors in September 2000.

CONTRACT INFORMATION: Existing agreements include an on-call maintenance contract for Tiers 1 & 2 and monitoring and maintenance contract for Tiers 3 & 4 will remain in effect for the fiscal year. No new contracts are anticipated during the fiscal year.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0701 Valley Signal Coordination Program

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	19,339	15,593	16,381
Regular Part-Time Employees	-	-	7,200
Fringe Allocation-General	17,078	13,594	15,055
Professional Services	2,500	990,870	-
Consulting Services	1,989,709	2,266,176	1,400,000
Program Management Fees	132,201	89,130	2,226
Legal Fees	618	-	250
Construction Capital	1,093,907	2,197,806	-
Postage	-	150	150
Travel Expense - Employee	307	-	-
Travel Expense-Mileage-Employee	-	-	-
Advertising	-	-	-
Printing - External	1,495	2,000	1,000
Printing - Internal	-	-	-
Office Expense	-	-	-
Meeting Expense	-	-	-
Indirect Allocation-General	27,203	24,240	29,147
Indirect Allocation-Project Management	7,451	3,515	283
Total Expenditures	**$ 3,291,808**	**$ 5,603,074**	**$ 1,471,692**

Funding Sources

Congestion Mitigation & Air Quality	680,000
MSI 1990-Valley Fund-TMEE	791,692
Total Funding Sources	**$ 1,471,692**

TASK: 0815 MEASURE I PROGRAM MANAGEMENT

PURPOSE: Manage the Project Delivery Program.

ACCOMPLISHMENTS: Management of the Project Delivery Program resulted in project development, awarding of construction projects, and the completion of numerous transportation enhancements. Individual project accomplishments cans be found in the task-specific narratives.

A Project Control System (PCS) to communicate and align with the finance software was instituted. Peer Review and a Quality Assurance/Quality Control (QA/QC) program to ensure quality documents continued. Reviews and updates of contract management procedures, policies and documents were conducted including: (i) development of standard templates for professional services and construction procurements, and (ii) implementation of Independent Cost Estimates for professional services contracts and amendments was implemented (Risk Management Oversight); the Phase one and two mitigation plan development were completed and phase three was begun to establish master regulatory permits to expedite future project delivery.

WORK ELEMENTS:

1. Project Delivery: Perform tasks related to the project development and construction management of SANBAG managed projects as described by the task-specific narratives.

2. Project Controls: Maintain and enhance a PCS to monitor and report the status of the budget, cost, and schedule and forecast performance trends of each project under the Major Project Delivery Program. Collect and maintain all pertinent budget, cost, and schedule information on each project. Track project risks, goals and accomplishments, and action items. This work element includes regular updates to detailed project cost estimates commensurate with the level of project development and project scheduling, and development and regular updates to detailed project schedules. Use this integrated system to create different funding scenarios for the identification of the optimum funding plan.

3. Consultant Selection and Management: Administrate the on-going consultant selection activities. Analyze bids/cost proposals against independent comparison estimates. Negotiate contracts that are fair and reasonable and in the best interest of the agency. Review consultant invoices for compliance with contract terms.

4. Contract Management and Invoicing: Perform routine contract management and invoicing tasks. Utilize contract controls and track consultant expenditures and budgets in coordination with the PCS and Finance Department.

5. Quality Assurance and Quality Control Reviews: Conduct QA/QC reviews and peer reviews to ensure that SANBAG products and deliverables meet quality standards. Development, tracking, and implementation of QA/QC reviews are performed under this work element.

6. Contract Procurement: Complete reviews and updates to boiler plate contract and agreement language; review and update procurement processes and, in coordination with PCS and Finance, review and update the contract management monitoring process.

7. Other Program Activities: Other activities include document controls and archiving; project database maintenance; implementation of program procedures and requirements; participation in the development of programming strategies for all available State and Federal funds, and provide input into the SANBAG, policy development process.

8. Fund the activities of the Major Projects Committee including project delivery commissioner stipends and mileage costs, as well as program costs that are not related to a specific project. These program costs include salaries, postage, printing, communications, travel, and training.

PRODUCTS:
Provide program and project management services that result in the efficient delivery of transportation improvement projects.

CONTRACTS:
The existing contracts for program management services, on-call environmental services, an independent project manager, an independent right of way advisor, and right of way legal services, will remain in effect. It is anticipated that a new on call right-of-way services contract will be executed.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0815 Measure I Program Management

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	188,265	223,455	357,564
Regular Part-Time Employees	13,790	-	-
Overtime	-	-	-
Fringe Allocation-General	162,463	194,808	328,637
Professional Services	1,181,083	831,809	460,756
Consulting Services	-	1,737,536	980,355
Program Management Fees	2,101,948	2,100,000	1,887,256
Attendance Fees	15,900	14,000	30,000
Legal Fees	22,775	-	35,000
Right of Way Capital	-	-	-
Dues & Subscriptions	199	7,500	8,000
Training/Membership	1,949	5,000	5,000
Postage	183	5,800	6,660
Travel Expense - Employee	1,842	1,250	5,500
Travel Expense - Non-Employee	-	8,000	8,000
Travel Expense-Mileage-Employee	35	1,500	1,500
Travel Expense-Mileage-Non-Employee	2,128	1,500	1,500
Travel Expense-Other-Metrolink Tickets	-	-	250
Printing - External	100	19,700	15,000
Printing - Internal	-	9,000	9,000
Communications	301	8,000	8,500
Record/Equipment Storage	-	10,000	10,000
Other Service Charges	46	-	-
Office Expense	243	22,000	22,000
Meeting Expense	2,210	2,000	3,000
Office Furniture & Equipment	-	10,650	11,000
Office Equip/Software-Inventorial	3,837	-	-
Computer Hardware & Software	25,881	43,000	43,000
Indirect Allocation-General	278,675	347,367	636,248
Indirect Allocation-Project Management	175,362	246,076	266,145
Total Expenditures	**$ 4,179,214**	**$ 5,849,951**	**$ 5,139,871**

Funding Sources

MSI Valley Fund-Freeway Projects	724,106
MSI Valley Fund-Fwy Interchange	416,300
MSI Valley Fund-Major Street	731,190
MSI Cajon Pass Fund	635,040
MSI 1990-Valley Fund-Major Projects	2,633,235
Total Funding Sources	**$ 5,139,871**

TASK: 0817 STATE ROUTE 60 SOUND WALL

PURPOSE: Mitigate the State Route 60 (SR-60) Freeway noise between Pipeline Avenue and Ramona Avenue in the City of Chino.

ACCOMPLISHMENTS: In 1997, SANBAG and Caltrans completed a widening project on SR-60 between the Los Angeles County line and the SR-60/ Interstate 15 Separation. The project added one mixed flow lane and one High Occupancy Vehicle Lane in each direction. Following completion of the project, at the request of a resident, additional noise studies were conducted along the route leading to a Noise Barrier Scope Summary Report (NBSSR) being approved by Caltrans in October 2001. The NBSSR identified the need for a 16-foot high Right-of-Way sound wall on westbound SR-60, between Pipeline Avenue and Ramona Avenue in the City of Chino in San Bernardino County. A contract for a design consultant exists. In October the Board authorized advertising the construction contract and on January 4, 2012 the contract was awarded. Soundwall work started on March 5, 2012 and is anticipated to be completed in early summer followed by one year plant establishment. Construction management services during construction will be provided through existing on-call contracts. The project will be constructed under a Caltrans Encroachment Permit.

WORK ELEMENTS:

1. Complete construction of the new sound wall.

2. Manage contracts, budgets, and schedules.

PRODUCT: Construct a sound wall along the State Route 60 (SR-60) Freeway in the City of Chino including landscape planting and establishment.

CONTRACT INFORMATION: The existing design consultant contract and construction contract will remain in effect during this fiscal year. Construction management services during construction will be performed through existing on-call services contracts.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $52,153.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0817 State Route 60 Sound Wall

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	601	10,070	3,182
Regular Part-Time Employees	210	-	-
Fringe Allocation-General	518	8,779	2,925
Professional Services	27,967	-	8,000
Consulting Services	94,065	36,576	-
Program Management Fees	16,886	35,000	32,153
Legal Fees	-	-	1,000
Construction Capital	-	870,000	15,000
Postage	60	150	150
Printing - External	-	2,000	1,000
Indirect Allocation-General	1,128	15,654	5,662
Indirect Allocation-Project Management	1,549	4,101	4,081
Total Expenditures	**$ 142,984**	**$ 982,330**	**$ 73,153**
Funding Sources			
MSI 1990-Valley Fund-Major Projects			73,153
Total Funding Sources			**$ 73,153**

TASK: 0819 SR62 AT ROTARY WAY

PURPOSE: Construct intersection improvements and install a signal at the intersection of State Route 62 and Rotary Way in the Morongo Basin, which is an entrance to Copper Mountain College. This project is funded by Measure I Major Local Highway Program funds.

ACCOMPLISHMENTS: A contract has been entered into the County of San Bernardino and Copper Mountain College to jointly participate in a project to install traffic control signals at the intersection of Rotary Way and State Highway 62 located in the Joshua Tree area.

WORK ELEMENTS:

1. Execute a funding agreement with San Bernardino County and Copper Mountain College for $450,000 in Major Local Highway Program funds.
2. Monitor the expenditures and progress of the project.
3. Provide Major Local Highway Program funds when invoiced.

PRODUCT:

1. Completed PS&E package.
2. Completed Right of Way.
3. Completed Construction of intersection and traffic signal.

CONTRACT INFORMATION:

1. **Existing Contract**
   C12162 – County of San Bernardino, Copper Mountain College and SANBAG

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $450,000.

MANAGER: Duane Baker, Director of Management Services

Task 0819 Hwy 62 & Rotary Way Traffic Signal Project

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Professional Services	-	450,000	-
Contributions/Sponsorships	-	-	450,000
Total Expenditures	**$ -**	**$ 450,000**	**$ 450,000**
Funding Sources			
MSI Morongo Basin Fund-Major Local Hwy			450,000
Total Funding Sources			**$ 450,000**

TASK: 0820 STATE ROUTE 210 FINAL DESIGN

PURPOSE: Complete the final design of the SR 210 freeway, a new transportation corridor to enhance the east-west mobility in the San Bernardino County Valley.

ACCOMPLISHMENTS: Final design has been completed for the SR-210 freeway, with the exception of the landscape design for Segment 11 located in the City of San Bernardino.

WORK ELEMENTS:

1. **Complete the final design for the Segment 11 landscape project.**

2. **Provide design support during construction for the SR-210/I-215 direct connector project.**

3. **Manage the contracts, budget, and schedule.**

PRODUCT: Completion of all final design to allow the SR-210 Freeway improvements to be constructed.

CONTRACT INFORMATION: The existing cooperative agreement with Caltrans will remain in effect through the fiscal year. It is anticipated that a new contract for construction of Segment 11 landscaping will be entered into this year.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $245,449.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0820 State Route 210 Final Design

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	814	-	-
Regular Part-Time Employees	420	-	-
Fringe Allocation-General	737	-	-
Professional Services	74,383	29,450	-
Consulting Services	-	239,821	169,050
Program Management Fees	-	75,000	68,899
Legal Fees	-	-	500
Construction Capital	-	-	-
Postage	20	150	100
Printing - External	-	2,000	1,000
Printing - Internal	-	2,000	500
Indirect Allocation-General	1,780	-	-
Indirect Allocation-Project Management	-	8,788	8,745
Total Expenditures	**$ 78,155**	**$ 357,209**	**$ 248,794**

Funding Sources

MSI 1990-Valley Fund-Major Projects	248,794
Total Funding Sources	**$ 248,794**

TASK: 0822 STATE ROUTE 210 RIGHT OF WAY ACQUISITION

PURPOSE: Complete the right-of-way acquisition and utility relocations required to allow the construction of the SR 210 freeway, a new transportation corridor to enhance the east-west mobility in the San Bernardino County Valley.

ACCOMPLISHMENTS: The required right-of-way acquisition for the SR-210 Freeway has been completed and the final utility relocations for Segment 11 are underway as part of the SR-210/Interstate 215 (I-215) Direct Connector project (Task 824). The utility relocations required for the SR-210/I-215 Direct Connector project are continuing.

Lawsuits filed in regards to flood control basins that receive water from SR-210 storm drain improvements remain outstanding. Defense of the lawsuits filed by the County of San Bernardino in regards to the "Colonies" and "Cactus" flood control basins continues. The trial date for these two lawsuits has been scheduled. The defense team will continue reviewing documentation, conducting depositions and developing the defense strategy. Direction to the defense team is provided by the SANBAG Legal Ad Hoc Committee. Most of the defense cost is being reimbursed by SANBAG's insurance carrier. The budget amount for the defense will be dependent on the outcome of the various motions.

WORK ELEMENTS:

1. Continue development of the defense for the lawsuits.

2. Monitor the reimbursement of defense expenses.

3. Compete the utility relocations required for the Segment 11 - SR-210/I-215 Direct Connector project.

4. Manage the contract and budget.

PRODUCT: Complete the right-of-way acquisition and utility relocations required for the State Route 210 (SR-210) Freeway

CONTRACT INFORMATION: The existing Caltrans cooperative agreements and contract with the law firm will remain in effect during the fiscal year. It is anticipated that the contract with the law firm will need to be amended to increase the contract amount.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $106,127.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0822 State Route 210 Right of Way Acquisition

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	3,815	6,431	13,039
Fringe Allocation-General	3,453	5,607	11,984
Professional Services	153,501	-	-
Consulting Services	-	-	-
Program Management Fees	38,212	50,000	45,933
Legal Fees	2,601,517	2,274,127	3,200,000
Right of Way Capital	-	-	-
Postage	22	-	150
Travel Expense-Mileage-Employee	41	-	-
Printing - External	1,299	150	-
Printing - Internal	-	2,000	2,000
Communications	47	-	-
Record/Equipment Storage	1,354	-	-
Meeting Expense	40	-	-
Indirect Allocation-General	5,501	9,998	23,201
Indirect Allocation-Project Management	2,483	5,859	5,830
Total Expenditures	**$ 2,811,286**	**$ 2,354,172**	**$ 3,302,137**

Funding Sources

MSI 1990-Valley Fund-Major Projects	3,302,137
Total Funding Sources	**$ 3,302,137**

TASK: 0824 STATE ROUTE 210 CONSTRUCTION

PURPOSE: Complete the construction of the SR-210 freeway, a new transportation corridor to enhance the east-west mobility in the San Bernardino County Valley, including the Interstate 215 (I-215) north to west and east to south high speed connectors; and landscape construction, plant establishment and plant maintenance work for Segments 8, 9, 10 and 11.

ACCOMPLISHMENTS: Between August, 2001 and July, 2007, various segments of SR-210 were opened from the Los Angeles County Line to I-215. The high speed SR-210/I-215 connectors are the final remaining portions of the SR-210 corridor to be completed. In late 2010 Caltrans advertised, awarded, and it is currently administering the high speed SR-210/I-215 connectors' project. The northbound I-215 to westbound SR-210 connector was open in January 2012. The high speed connectors project will be completed in 2013.

This Task also includes activities and cost related to environmental mitigation and monitoring for the State Street Storm Drain and regulatory permits for Segment 11. In January 2011, the terms of federal permits mitigation were completed and accepted by the United States Fish and Wildlife Service and the US Army Corps of Engineers. Coordination with California Department of Fish and Game for environmental mitigation and monitoring acceptance of the State Street Storm Drain will continue in this fiscal year.

This Task also includes landscape construction and establishment activities for Segments 1, 2, 3, 4, 8, 9, 10 and 11. Plant establishment contracts and construction management services for Segments 1, 2, 3 and 4 were completed in 2011. Construction management services and landscape construction is ongoing for Segments 8, 9 and 10. In June 2010, a landscaping construction management contract was awarded for the Segments 8 through 11 landscape projects. In March 2011, a construction contract was issued for the Segment 8 landscape project. Landscape installation was completed in March 2012 and this segment is currently in the one year plant establishment period. In November 2011, a construction contract was issued for the Segment 9 landscape project and work started in January 2012. In December 2011, a construction contract was issued for the Segment 10 landscape project and work started in January 2012. Landscape installation for both Segments 9 and 10 will be completed in late summer 2012 followed by on year of plant establishment. The Segment 11 landscape PS&E phase is ongoing and is anticipated to be bid in mid-2012.

WORK ELEMENTS:

1. Continue public information activities.

2. Continue coordination with Caltrans and the cities regarding construction staging provisions, and any construction impacts to local traffic.

3. Continue coordination with California Department of Fish and Game for acceptance of the State Street Storm Drain HMMP.

4. Continue coordination of utility relocations.

5. Coordinate with the construction of the Caltrans-managed SR-210/I-215 connectors project.

6. Commence construction of Segment 11 landscape improvements.

7. Administer and manage Segments 8, 9, 10 and 11 landscape planting and plant establishment construction and construction management contracts.

8. Award, administer and manage the Segment 8 four year extended landscape planting maintenance contract.

PRODUCT: Complete landscaping of SR-210 Segments 8, 9, 10 and 11, and complete construction to allow all the SR-210 Freeway improvements to be utilized by the motoring public.

CONTRACT INFORMATION: Existing agreements which will remain in effect for the next fiscal year include: A) Cooperative agreements with Caltrans for Interstate 215 north to west and east to south high speed connectors to SR-210, and four cooperative agreements for landscape construction and maintenance for Segments 8, 9, 10 and 11. B) Existing construction contracts for landscaping construction for Segments 8, 9, and 10. C) Existing professional services contract for design support services for the construction of the I215/SR-210 connectors and one landscape construction management contract. There is one upcoming construction contract for Segment 11 and one extended plant maintenance contract for Segment 8 in 2012.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $5,749,093.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0824 State Route 210 Construction

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	9,324	1,878	7,467
Regular Part-Time Employees	-	-	-
Fringe Allocation-General	7,409	1,637	6,863
Professional Services	233,698	2,104,979	639,300
Consulting Services	-	200,000	1,000,000
Program Management Fees	82,947	80,000	73,493
Legal Fees	2,945	-	-
Utilities	-	60,000	-
Landscaping Care	903,578	123,207	-
Rentals-Buildings	16,220	-	-
Construction Capital	23,120	10,998,748	4,402,300
Utilities Capital	-	-	-
Postage	49	150	-
Advertising	526	-	-
Printing - External	1,365	2,000	-
Indirect Allocation-General	11,802	2,919	13,286
Indirect Allocation-Project Management	7,097	9,374	9,328
Total Expenditures	**$ 1,300,079**	**$ 13,584,892**	**$ 6,152,037**

Funding Sources

Surface Transportation Program	2,749,000
Regional Improvement Program	523,300
MSI 1990-Valley Fund-Major Projects	2,879,737
Total Funding Sources	**$ 6,152,037**

TASK: 0825 INTERSTATE 10 CORRIDOR PROJECT DEVELOPMENT

PURPOSE: Mitigate traffic congestion on the Interstate 10 (I-10) Corridor from the Los Angeles/San Bernardino County border to Ford Street in the City of Redlands, a distance of over 33 miles.

ACCOMPLISHMENTS:
In late 2006, Caltrans approved the Project Study Report for the I-10 High Occupancy vehicle (HOV) Lane project. The SANBAG Board approved a consultant contract to proceed with the Project Approval and Environmental Document (PA/ED) phase in July 2007. The consultant made significant progress including the preparation and completion of many of the environmental technical studies and the preliminary engineering geometric plans. In 2008 the Board approved the screening of various San Bernardino mainline corridors, including I-10, for preliminary toll feasibility. Favorable results of the screening led to the approval by the Board for Initial (Level 1) Toll Feasibility Studies for this and other corridors. In a Board workshop in June 2010 the results of these initial studies were reported, informing the members of the Board that the installation of toll lanes along the I-10 mainline may be feasible and desired. Subsequently the Board directed staff to add an Express Lane (High Occupancy Toll) alternative to the I-10 Corridor project and to proceed with procurement for Level 2 Traffic and Revenue studies and Financial Analysis, including further study of alternative financing and alternative delivery methods. Procurement for these services was completed and the studies have commenced. The original PA/ED contract was amended to include the Express Lane alternative in addition to the HOV alternative.

WORK ELEMENTS:
1. Continue preliminary engineering work, environmental analysis, and preparation of technical studies in order to obtain environmental clearance.

2. Manage the contract, budget and schedule to obtain the PA/ED deliverables.

PRODUCT:
Construction of additional freeway lanes in each direction.

CONTRACT INFO:
The existing preliminary engineering and environmental contract and the environmental peer-review contract will remain in effect through the fiscal year.

New Contract: None anticipated.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $1,882,710.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0825 Interstate 10 Corridor Project Development

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	1,856	16,124	28,262
Regular Part-Time Employees	1,750	-	-
Fringe Allocation-General	1,654	14,057	25,976
Professional Services	69,960	266,000	270,480
Consulting Services	354,183	2,874,705	3,600,000
Program Management Fees	-	50,000	45,933
Legal Fees	475	-	1,000
Postage	-	-	150
Printing - External	-	2,150	1,000
Indirect Allocation-General	5,159	25,065	50,290
Indirect Allocation-Project Management	-	5,859	5,830
Total Expenditures	**$ 435,038**	**$ 3,253,960**	**$ 4,028,921**

Funding Sources

MSI Valley Fund-Freeway Projects	4,028,921
Total Funding Sources	**$ 4,028,921**

TASK: 0826 INTERSTATE 10 CHERRY/CITRUS INTERCHANGES

PURPOSE: Mitigate the existing congestion and accommodate future traffic volumes at the Interstate 10 (I-10)/Cherry Avenue and I-10/Citrus Avenue Interchanges.

ACCOMPLISHMENTS:
SANBAG has partnered over the last several years with the City of Fontana and the County of San Bernardino to complete project development for the I-10/Citrus Avenue and the I-10/Cherry Avenue interchanges. Final Project Approvals and Environmental Documents (PA/ED) were achieved in November 2008 and February 2009, respectively. In coordination with the County of San Bernardino and the City of Fontana, SANBAG managed the final engineering design phase for both projects since early 2008. The design team has finalized the design plans and the right-of-way certification, allowing the projects to enter the construction phase. In February 2011, SANBAG, the County of San Bernardino and the City of Fontana entered into a funding agreement for the construction phase and procurement of a construction management firm was completed in August 2011. As these are TCIF funded interchange projects, the Board directed staff to use local federal funds (CMAQ/STP) to issue a Letter of No Prejudice (LONP) to replace the TCIF funds that were unavailable for Citrus Interchange construction in September 2011. Staff worked diligently with Caltrans local assistance to achieve obligation for the Citrus Interchange project funds in September 2011. Staff also completed procurement of construction management services and a construction contractor for the Citrus Interchange in February 2012. Staff is requesting allocation of TCIF funds in March 2012 for Cherry Interchange construction and will advertise the project for construction bids immediately thereafter. The improvements are being jointly funded by SANBAG, the City of Fontana and the County of San Bernardino.

WORK ELEMENTS:
1. Complete the right of way negotiations and eminent domain procedures for both Citrus and Cherry Interchange projects.

2. Proceed with construction of the Citrus and Cherry Interchange projects.

3. Initiate a new task order for an on-call environmental consultant to provide Environmental monitoring for both interchange construction projects.

4. Manage the contracts, budgets, and schedules.

PRODUCT:
Construction of the Cherry and Citrus Interchange projects.

CONTRACT INFO:
The existing cooperative agreements with the State, City of Fontana and County, Citrus and Cherry interchange construction, design support during construction, environmental monitoring during construction, and construction management contracts will remain in effect through the fiscal year.

TASK NO. 0826 Interstate 10 Cherry/Citrus Interchanges

LOCAL FUNDING SOURCE DETAIL:

i. County of San Bernardino - $10,600,283
ii. City of Fontana - $17,149,957

PRIOR YEAR BUDGETED COMMITMENTS:

The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $17,800,954.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0826 Interstate 10 Cherry/Citrus Interchanges

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	17,838	22,023	25,887
Regular Part-Time Employees	4,480	-	-
Fringe Allocation-General	15,672	19,200	23,793
Professional Services	87,332	68,000	316,000
Consulting Services	3,266,868	1,769,601	5,400,000
Program Management Fees	54,331	100,000	45,933
Legal Fees	10,213	-	2,000
Construction Capital	-	41,227,167	59,944,028
Right of Way Capital	2,460,510	4,071,334	5,897,340
Postage	17	-	300
Printing - External	1,052	2,150	3,000
Indirect Allocation-General	31,423	34,236	46,063
Indirect Allocation-Project Management	3,021	11,718	11,660
Total Expenditures	**$ 5,952,756**	**$ 47,325,429**	**$ 71,716,004**
Funding Sources			
Surface Transportation Program			14,882,818
Congestion Mitigation & Air Quality			1,316,598
Demonstration High Priority Program			1,491,009
Regional Improvement Program			1,616,272
Trade Corridor Improvement Fund			15,293,334
MSI Valley Fund-Fwy Interchange			9,365,733
Local Projects Fund			27,750,240
Total Funding Sources			**$ 71,716,004**

TASK: 0830 INTERSTATE 215 SAN/RIV PROJECT DEVELOPMENT

PURPOSE: To bring the freeway up to standards, improve efficiency, safety, and operations of traffic on Interstate 215 between the SR-60/SR-91/I-215 interchange in Riverside and Orange Show Road in San Bernardino.

ACCOMPLISHMENTS: Work on this Task started in May 2003 in collaboration with the Riverside County Transportation Commission (RCTC), and a number of draft engineering and environmental studies were prepared. However, in 2009, it was determined that development of the I-215 ultimate widening project as initially scoped was not feasible, primarily due to excessive costs and lack of funding. It was recognized that some innovative means would need to be employed to deliver all the projects within revenue projections. One innovative means was to deliver a separate project along I-215 between the Riverside County Line to Orange Show Road in the near term that would address current traffic needs, followed with the ultimate improvements later in time. The ultimate improvements are referred to as the I-215 Bi-County Ultimate Widening improvements and project development is budgeted under this task. The separate, near term I-215 improvement project is referred to as the I-215 Bi-County High Occupancy Vehicle Gap Closure Project and is budgeted under Task 0839.

WORK ELEMENTS:

1. Coordinate with stakeholders (Caltrans, RCTC, Cities).
2. Procure the services of a consultant to prepare a Project Study Report (PSR)
3. Oversee work performed by consultants and other agencies.
4. Manage the contracts, budgets, and schedules.

PRODUCT: The construction of one mixed flow lane in each direction on I-215 between the SR-60/SR-91/I-215 interchange in Riverside and Orange Show Road in San Bernardino.

CONTRACT INFORMATION: The existing agreements will remain in effect through the fiscal year and amended as required to support the preparation of the PSR. It is anticipated that a new agreement will be executed with Caltrans.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0830 Interstate 215 San Bern/Riverside Project Development

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	-	-	-
Fringe Allocation-General	-	-	-
Consulting Services	-	-	-
Program Management Fees	-	15,000	13,780
Legal Fees	-	-	1,000
Indirect Allocation-General	-	-	-
Indirect Allocation-Project Management	-	1,758	1,749
Total Expenditures	**$ -**	**$ 16,758**	**$ 16,529**
Funding Sources			
MSI 1990-Valley Fund-Major Projects			16,529
Total Funding Sources			**$ 16,529**

TASK: 0834 INTERSTATE 215 FINAL DESIGN

PURPOSE: To complete design related tasks for the Interstate 215 (I-215) reconstruction/widening project from Orange Show Road to the State Route 210 (SR-210)/I-215 Interchange in the City of San Bernardino.

ACCOMPLISHMENTS: Since 1988 SANBAG consultants and project management staff coordinated with Caltrans and the City of San Bernardino in the completion of the design for I-215 between Orange Show Road to the State Route 210 (SR-210)/I-215 Interchange in the City of San Bernardino. The design contract with AECOM was amended to provide construction design support services. Design support for Segment 3 (Orange Show Road to Rialto Avenue) was completed in 2010. Design support Services for Segment 1 and 2 (Rialto Avenue to Massachusetts Avenue) and Segment 5 (Massachusetts Avenue to University Parkway) are ongoing. Construction design support services will continue in this fiscal year.

WORK ELEMENTS:

1. Provide necessary design support during the construction of Segments 1, 2, and 5. (Construction of project is covered under Task 838)

2. Manage the design consultant contract and budget.

3. Manage design support to assist in finalizing any outstanding interagency agreements, final permits, agency clearances, and funding approvals.

PRODUCT: Completion of all final design to allow the I-215 Freeway improvements to be constructed.

CONTRACT INFORMATION: Existing contracts include construction cooperative agreements with Caltrans, and one contract with the I-215 designer. No new contracts are anticipated in this fiscal year.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $347,880.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0834 Interstate 215 Final Design

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	-	486	608
Fringe Allocation-General	-	424	559
Professional Services	53,235	-	-
Consulting Services	-	442,251	343,000
Program Management Fees	-	20,000	18,373
Legal Fees	-	-	500
Postage	-	150	150
Printing - External	-	2,000	1,000
Indirect Allocation-General	-	756	1,082
Indirect Allocation-Project Management	-	2,344	2,332
Total Expenditures	**$ 53,235**	**$ 468,411**	**$ 367,604**
Funding Sources			
MSI 1990-Valley Fund-Major Projects			367,604
Total Funding Sources			**$ 367,604**

TASK: 0836 INTERSTATE 215 RIGHT OF WAY ACQUISITION

PURPOSE: Acquire right-of-way acquisition and relocate utilities to allow construction of the Interstate 215 (I-215) reconstruction/widening project from Orange Show Road to the State Route 210 (SR-210)/I-215 Interchange in the City of San Bernardino.

ACCOMPLISHMENTS: Work completed includes obtaining right-of-way certification on all the I-215 projects and relocating most utilities. Easements have been obtained from Burlington Northern Santa Fe Railroad for all work in their right-of-way. SANBAG has worked with Caltrans to establish a funding scenario for all the property acquisitions and utility relocations on Segments 1, 2, 3, and 5 using a mixture of Federal, State, and local funding, and to monitor right-of-way capital costs. Caltrans is the lead agency for the right-of-way work; however, SANBAG is the funding agency.

WORK ELEMENTS:

1. Continue utility relocations.

2. Monitor capital and support costs and adjust funding as required.

3. Continue eminent domain activities on properties as required.

4. Finalize any outstanding right of way, utility relocation and funding issues associated with Segment 3 (Orange Show Road to Rialto Avenue). Construction was completed in 2010.

PRODUCT: Complete right-of-way acquisition, relocations, and demolitions for properties and utilities required for the Interstate 215 (I-215) corridor improvements in the City of San Bernardino.

CONTRACT INFORMATION: The existing cooperative agreements with Caltrans for funding and roles and responsibilities will remain in effect. No new agreements or contracts are anticipated.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $2,894,593.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0836 Interstate 215 Right of Way Acquisition

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	335	3,042	1,341
Regular Part-Time Employees	70	-	-
Fringe Allocation-General	303	2,652	1,233
Professional Services	-	-	-
Program Management Fees	-	5,000	4,593
Legal Fees	238	-	1,000
Right of Way Capital	4,469,839	6,665,061	2,890,000
Postage	25	-	150
Printing - External	51	2,150	1,000
Indirect Allocation-General	584	4,729	2,387
Indirect Allocation-Project Management	-	586	583
Total Expenditures	**$ 4,471,444**	**$ 6,683,220**	**$ 2,902,287**

Funding Sources

Congestion Mitigation & Air Quality	2,740,000
MSI 1990-Valley Fund-Major Projects	162,287
Total Funding Sources	**$ 2,902,287**

TASK: 0838 INTERSTATE 215 CONSTRUCTION

PURPOSE: Improve safety and reduce traffic congestion on the I-215 between the Interstate 10 freeway interchange and State Route 210 in the City of San Bernardino.

ACCOMPLISHMENTS: Construction on the 5th Street Bridge was completed in 2009; construction work by Caltrans on the first mainline section, Segment 3 (Orange Show to Rialto Avenue), was completed in 2010. SANBAG awarded the Segment 1& 2 (Rialto Avenue to Massachusetts Bridge) construction contract in 2009; Caltrans awarded the Segment 5 construction contract in conjunction with the SR-210 Segment 11 Connectors project in 2010. Construction is continuing on both of these projects.

WORK ELEMENTS:

1. Administer and manage on-going professional services contracts and construction contract for Segments 1 and 2.
2. Coordinate utility relocation activities with Caltrans, City of San Bernardino and other local agencies.
3. Coordinate with California Highway Patrol on the COZEEP program.
4. Continue public information activities and coordination with the City of San Bernardino regarding construction staging provisions and any construction impacts to local traffic.
5. Coordinate with Burlington Northern Santa Fe (BNSF) Railroad for the construction of bridges in BNSF right-of-way.
6. Coordinate with the construction of Caltrans-managed Segment 5/SR-210 Connectors project.
7. Monitor the expenditures and progress of the Caltrans managed segments.
8. Coordinate a landscape cooperative agreement with Caltrans for Segments 1 to 5 of the I-215 corridor improvements.

PRODUCT: An additional General Purpose Lane and a High Occupancy Vehicle Lane in both directions between Orange Show Road and State Route 210 (SR-210); elimination of the existing on and off ramps that merge to or diverge from the fast lane; addition of auxiliary lanes and other ancillary improvements.

CONTRACT INFORMATION: The seven cooperative agreements with Caltrans, the five construction and maintenance agreements, the four professional services contracts and the construction contract will remain in effect for the duration of the fiscal year. This task also includes a funding agreement with Inland Valley Development Agency (IVDA), with SANBAG providing $36,500,000 in Measure I funds in exchange for IVDA Federal funds. This exchange will continue over the life of the I-215 project. A new cooperative agreement is anticipated with Caltrans for landscape design and construction and maintenance is anticipated in this fiscal year.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $12,121,289.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0838 Interstate 215 Construction

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	54,527	36,792	34,488
Regular Part-Time Employees	630	-	-
Overtime	-	-	-
Fringe Allocation-General	48,056	32,075	31,698
Professional Services	9,731,142	1,726,196	416,000
Consulting Services	-	7,281,803	14,295,421
Program Management Fees	281,396	125,000	114,832
Legal Fees	10,545	-	10,500
Maintenance-Buildings	-	-	-
Rentals-Buildings	72,812	80,000	64,180
Construction Capital	44,981,102	49,324,656	64,343,979
Right of Way Capital	-	4,524,585	3,000
Postage	-	150	150
Public Information Activites	-	168,000	317,010
Printing - External	1,163	-	-
Printing - Internal	-	2,000	1,500
Contributions/Sponsorships	412,632	-	-
Office Expense	981	-	-
Indirect Allocation-General	77,458	57,194	61,367
Indirect Allocation-Project Management	20,133	14,647	14,574
Total Expenditures	**$ 55,692,578**	**$ 63,373,098**	**$ 79,708,699**

Funding Sources

Congestion Mitigation & Air Quality	3,049,103
Transportation Enhancement Activities	1,162,000
Project National & Regional Significance	17,304,764
Demonstration High Priority Program	1,434,978
ARRA FedHwy Infrastructure Invest Grants	35,327,985
Traffic Congestion Relief Program	4,444,743
Regional Improvement Program	9,791,241
MSI 1990-Valley Fund-Major Projects	7,193,885
Total Funding Sources	**$ 79,708,699**

TASK: 0839 INTERSTATE 215 BI-COUNTY HOV GAP CLOSURE PROJECT

PURPOSE: Close the gap between carpool lanes north of Orange Show Road in San Bernardino and south of the SR-60/SR-91/I-215 interchange in Riverside, and to encourage ridesharing and improve the efficiency, safety, and operations of traffic moving between the two counties.

ACCOMPLISHMENTS: A Public Hearing was held in December 2010 and the Project Study Report-Project Report (PSR-PR) and Environmental Document were approved on April 5, 2011. Draft Plans, Specifications, and Estimates (PS&E) was completed by Caltrans in December 2011. Offers to acquire easements for construction were made to 32 affected property owners and 18 owners have accepted the offers and have executed agreements for sale.

WORK ELEMENTS:

1. Finalize right-of-way acquisition and utility relocation.
2. Monitor the implementation of all environmental commitments/permits.
3. Coordinate with Caltrans staff during construction.
4. Coordinate with BNSF and UPRR.
5. Manage the contracts, budgets, and schedules.

PRODUCT: Construction of a High Occupancy Vehicle (HOV) lane in each direction of Interstate 215 (I-215) between the State Route (SR)-60/I-215/SR-91 Junction in Riverside County and the I-215/Orange Show Road Interchange in the City of San Bernardino

CONTRACT INFORMATION: All current contracts and agreements will continue to be in effect for the fiscal year and no new agreements are anticipated.

LOCAL FUNDING SOURCE DETAIL:
i. RCTC - $11,955,787

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $3,299,196.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0839 Interstate 215 Bi-County HOV Gap Closure Project

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	5,679	8,534	9,676
Fringe Allocation-General	5,141	7,440	8,893
Professional Services	273,386	610,538	10,000
Consulting Services	724,591	576,057	174,372
Program Management Fees	174,112	75,000	68,899
Legal Fees	1,995	-	4,000
Construction Capital	-	-	15,000,000
Right of Way Capital	-	8,000,000	3,546,324
Postage	12	150	150
Printing - External	-	2,000	1,000
Indirect Allocation-General	8,189	13,266	17,217
Indirect Allocation-Project Management	13,922	8,788	8,745
Total Expenditures	**$ 1,207,026**	**$ 9,301,773**	**$ 18,849,276**

Funding Sources

Congestion Mitigation & Air Quality	3,546,324
MSI Valley Fund-Freeway Projects	15,000,000
MSI 1990-Valley Fund-Major Projects	302,952
Total Funding Sources	**$ 18,849,276**

TASK: 0840 INTERSTATE 215 BARTON ROAD INTERCHANGE

PURPOSE: Improve traffic operations, meet current and future traffic demand, and accommodate the future ultimate widening of Interstate 215 (I-215) at the I-215/Barton Road Interchange.

ACCOMPLISHMENTS: The Project Study Report (PSR) for the project was completed in April 2007. The Environmental Document is approximately 80% complete. SANBAG has negotiated a cooperative agreement with Caltrans for the Plans, Specifications, and Estimates (PS&E) and Right-of-Way (ROW) phases of the project.

WORK ELEMENTS:

1. Oversee the SANBAG consultant involved in the preparation of the Project Report and Environmental Document.

2. Prepare final design plans and specifications.

3. Oversee the work performed by the SANBAG on-call ROW consultant in connection with the acquisition of ROW and utility relocation.

4. Coordinate with Caltrans staff during design.

5. Manage the contracts, budgets, and schedules.

PRODUCT: The construction of an improved interchange on I-215 at Barton Road.

CONTRACT INFORMATION: Current contracts and agreements will continue to be in effect for this fiscal year, and no new agreements are anticipated.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $337,896.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0840 Interstate 215 Barton Road Interchange

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	843	3,674	2,709
Fringe Allocation-General	763	3,203	2,490
Professional Services	164,070	20,000	15,000
Consulting Services	151,065	755,935	1,900,000
Program Management Fees	64,442	50,000	45,933
Legal Fees	-	-	-
Right of Way Capital	-	-	23,836,000
Postage	-	150	-
Printing - External	-	2,000	-
Indirect Allocation-General	1,216	5,711	4,820
Indirect Allocation-Project Management	5,081	5,859	5,830
Total Expenditures	**$ 387,479**	**$ 846,532**	**$ 25,812,782**
Funding Sources			
Demonstration High Priority Program			1,500,000
Regional Improvement Program			20,739,000
MSI Valley Fund-Freeway Projects			3,287,000
MSI 1990-Valley Fund-Major Projects			286,782
Total Funding Sources			**$ 25,812,782**

TASK: 0841 INTERSTATE 10 RIVERSIDE INTERCHANGE

PURPOSE: Mitigate the existing congestion and provide the capacity for projected future traffic volumes at the Interstate 10 (I-10) Riverside Avenue Interchange

ACCOMPLISHMENTS: A Project Study Report and a Project Report were completed in 1997 and 1999, respectively. The project received initial environmental approvals in 1998. Design activities started in 2001 and were approximately 50% complete when Caltrans asked for a Supplemental Environmental Document (ED) because of a 3-year lapse since approval of the last ED and the presence of an endangered species, the Delhi Sands Flower Loving Fly. In December 2005, SANBAG, at the request of the City of Rialto, took over project management responsibilities. The final Plans, Specifications and Estimates package and Right-of-Way certification was completed in March 2009. A construction management contract was awarded to Berg & Associates in September 2008. An Escrow Agreement was established with the City of Rialto in March 2009. In January 2010 SANBAG awarded a construction contract to C.C. Myers Inc., and construction of the interchange was completed in December 2011. In June 2011 the Board approved a Landscape Construction Cooperative Agreement with the City of Rialto. In December 2011 the Board authorized the advertisement of the landscape construction contract. On February 23, 2012 bids were opened and in March 2012 the Board awarded the landscape construction contact. Construction is anticipated to start in April 2012 and be complete in the summer of 2012 followed by a one year plant establishment period.

WORK ELEMENTS:

1. Administer landscape construction and construction management teams.
2. Award four year extended landscape maintenance contract.
3. Manage the contracts, budgets and schedules.
4. Coordinate landscape work activities with Caltrans and the City of Rialto.
5. Coordinate with the Caltrans managed I-10 auxiliary lane widening project which extends from Etiwanda Avenue to Riverside Avenue and ties into SANBAG's new construction.

PRODUCT: Additional capacity at the Interstate 10 (I-10) Riverside Avenue Interchange.

CONTRACT INFORMATION: In place are existing cooperative agreements with Caltrans for construction and landscaping. The existing project management and escrow agreements with the City of Rialto remain effective. The current construction management contract and landscape construction contract will remain in effect for this fiscal year. It is anticipated that a new extended landscape maintenance contract will be awarded this fiscal year.

LOCAL FUNDING SOURCE DETAIL:

i. City of Rialto - $3,119,035

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $1,591,933.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0841 Interstate 10 Riverside Interchange

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	27,749	19,851	4,193
Regular Part-Time Employees	2,030	-	-
Fringe Allocation-General	24,435	17,306	3,854
Professional Services	1,881,514	91,148	28,000
Consulting Services	-	1,203,846	325,000
Program Management Fees	74,911	50,000	45,933
Legal Fees	855	-	7,000
Construction Capital	7,861,086	12,518,123	2,774,035
Postage	18	160	250
Printing - External	-363	2,000	1,500
Indirect Allocation-General	41,851	30,859	7,461
Indirect Allocation-Project Management	4,468	5,859	5,830
Total Expenditures	**$ 9,918,553**	**$ 13,939,152**	**$ 3,203,056**

Funding Sources

MSI Valley Fund-Fwy Interchange	21,658
MSI 1990-Valley Fund-Major Projects	62,363
Local Projects Fund	3,119,035
Total Funding Sources	**$ 3,203,056**

TASK: 0842 INTERSTATE 10 TIPPECANOE AVENUE INTERCHANGE

PURPOSE: Relieve existing congestion and accommodate future traffic demands at the Interstate 10 (I-10)/Tippecanoe Avenue Interchange.

ACCOMPLISHMENTS: This project was split into two phases in March 2011 in an effort to deliver this project to construction in 2012. The Phase 1 project includes components that are located entirely within the existing State right of way, while the Phase 2 project includes improvements that require acquisition of right of way. In December 2011, SANBAG and Caltrans entered into a construction cooperative agreement for the Phase 1 project. Also that month, the Phase 1 Plans, Specifications, and Estimates were approved by Caltrans and in January 2012 Phase 1 received its right of way certification.

WORK ELEMENTS:

1. Obtain Flood Control, Army Corp of Engineers, and California Department of Fish and Game permits for Phase 1.

2. Obtain project, specification and estimate certification, environmental certification, and an encroachment permit for Phase 1 construction.

3. Manage and award the construction management and construction contracts for Phase 1.

4. Continue work on the final PS&E package and right-of-way acquisition and utility relocation activities for Phase 2.

5. Execute a construction cooperative agreement for Phase 2.

6. Manage the contracts, budgets and schedules.

PRODUCT: Phase 1 includes construction of the I-10 eastbound auxiliary lane and improvements to the eastbound off ramp at Tippecanoe Avenue including the widening of the eastbound bridge over San Timoteo Creek channel. The Phase 2 product includes modification of the westbound I-10 ramps, widening of Tippecanoe Avenue, construction of new local street improvements, and landscaping for both phases.

CONTRACT INFORMATION: The existing right of way cooperative agreement with Caltrans and the design services contract will remain in effect through the fiscal year. It is anticipated that new agreements for construction management and construction of Phase 1 will be executed.

LOCAL FUNDING SOURCE DETAIL:

i. City of Loma Linda - $3,594,837
ii. City of San Bernardino - $5,103,837
iii. IVDA - $7,023,837

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $2,276,905.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0842 Interstate 10 Tippecanoe Interchange

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	10,064	10,745	23,332
Regular Part-Time Employees	770	-	-
Fringe Allocation-General	8,321	9,367	21,445
Professional Services	63,654	200,000	8,000
Consulting Services	2,607,491	1,056,196	733,000
Program Management Fees	105,296	136,000	124,937
Legal Fees	1,330	-	1,000
Construction Capital	-	-	19,645,334
Right of Way Capital	4,000	12,907,210	18,897,586
Postage	23	150	150
Printing - External	-	2,000	1,000
Indirect Allocation-General	14,366	16,703	41,517
Indirect Allocation-Project Management	9,208	15,936	15,857
Total Expenditures	**$ 2,824,524**	**$ 14,354,307**	**$ 39,513,158**

Funding Sources

Surface Transportation Program	15,549,000
Demonstration High Priority Program	4,272,000
Interregional Improvement Program	1,719,075
MSI Valley Fund-Fwy Interchange	1,366,628
MSI 1990-Valley Fund-Major Projects	883,944
Local Projects Fund	15,722,511
Total Funding Sources	**$ 39,513,158**

TASK: 0845 I-215 MOUNT VERNON/WASHINGTON INTERCHANGE

PURPOSE: Improve traffic operations, meet current and future traffic demand, and accommodate the future ultimate widening of Interstate 215 (I-215) at the I-215/Mount Vernon Avenue-Washington Street Interchange.

ACCOMPLISHMENTS: This project was placed on hold on January 3rd, 2011 because of a reduction in funding for Caltrans oversight activities. Work resumed in October 2011 and a draft Project Study Report-Project Development Support (PSR-PDS) was completed and submitted for Caltrans review in December 2011. A draft Preliminary Environmental Analysis Report (PEAR) was also completed and included in the PSR-PDS. Two build alternatives have been developed in close coordination with Caltrans and the Cities of Colton and Grand Terrace.

WORK ELEMENTS:

1. Oversee the work of the consultant involved in the preparation of the Preliminary Engineering and Environmental Document for the project.

2. Coordinate with Caltrans staff during the PA&ED phase.

3. Manage the contracts, budgets, and schedules.

PRODUCT: Construction of an improved interchange on I-215 at Mount Vernon-Washington.

CONTRACT INFORMATION: Current contracts and agreements will continue to be in effect for the fiscal year. In addition, it is anticipated that a new professional services contract for the PA/ED phase with an option for the design phase will be issued.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $551,666.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0845 Interstate 215 Mt. Vernon/Washington Interchange

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	65	4,353	2,709
Fringe Allocation-General	59	3,795	2,490
Professional Services	6,247	-	-
Consulting Services	72,525	638,060	430,000
Program Management Fees	29,293	25,000	22,966
Legal Fees	-	-	500
Postage	-	160	150
Printing - External	-	2,000	1,000
Indirect Allocation-General	94	6,767	4,820
Indirect Allocation-Project Management	2,362	2,929	2,915
Total Expenditures	**$ 110,646**	**$ 683,064**	**$ 467,550**
Funding Sources			
MSI 1990-Valley Fund-Major Projects			467,550
Total Funding Sources			**$ 467,550**

TASK: 0850 ALTERNATIVE PROJECT FINANCING

PURPOSE: Examine opportunities for alternative financing, toll feasibility study, and delivery mechanisms to fund major highway projects in San Bernardino County.

ACCOMPLISHMENTS: A workshop was held to present preliminary toll feasibility study conclusions for Interstate 10 (I-10), Interstate 15 (I-15), and State Route 210 (SR-210) Corridors in April 2011 with the SANBAG Board of Directors. The studies yielded results indicating that toll lanes are potentially viable on all three corridors. The Board directed staff to (1) study Express Lanes also known as High Occupancy Toll (HOT) Lanes as an alternative for the I-10 Corridor project, (2) conduct Level 2 Traffic and Revenue studies and Financial Toll Feasibility studies on I-10 and I-15 and (3) further study alternative financing and project delivery methods. Accordingly, staff competitively procured Level 2 Toll Feasibility Study consultants in August 2011 responsible for analyzing traffic and revenue and financial toll feasibility for the I-10 and I-15 corridors. In addition, staff procured a consultant in March 2012 to complete a Project Study Report-Project Development Support (PSR-PDS) as the initial project development work for the I-15 Corridor.

WORK ELEMENTS:

1. Proceed with Level 2 Traffic and Revenue and Financial Toll Feasibility for both the I-10 and I-15 corridors.

2. Proceed with the I-15 PSR-PDS and preliminary engineering required to complete the Level 2 toll feasibility studies for the I-15 corridor.

3. Manage the contracts, budgets, and schedules.

PRODUCT: Completed Level 2 Toll Feasibility Reports, including required preliminary engineering, for I-10 and I-15 from which a decision can be made on whether to pursue Express Lanes as an alternative on these two corridors.

CONTRACT INFORMATION: The existing cooperative agreement with the State, the traffic and revenue contract, financial feasibility contract, I-15 PSR-PDS preliminary engineering and peer review environmental contract will remain in effect through the fiscal year. One new contract is anticipated for legal advisement on various alternative project delivery models such as Public Private Partnerships, Design Build Operate Maintain, and others.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $1,202,471.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0850 Alternative Project Financing

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	23,923	86,377	87,119
Regular Part-Time Employees	630	-	-
Fringe Allocation-General	20,613	75,303	80,071
Professional Services	46,359	191,876	50,000
Consulting Services	-	2,555,000	3,145,000
Program Management Fees	32,572	100,000	91,866
Legal Fees	855	-	1,500
Postage	269	150	150
Travel Expense-Mileage-Employee	-	-	-
Printing - External	-	2,000	1,000
Office Expense	-	-	-
Indirect Allocation-General	33,744	134,275	155,020
Indirect Allocation-Project Management	104	11,718	11,660
Total Expenditures	**$ 159,069**	**$ 3,156,699**	**$ 3,623,386**

Funding Sources

Planning, Programming & Monitoring	1,300,000
MSI Valley Fund-Freeway Projects	1,916,437
MSI Victor Valley Fund-Transit Mgmt Sys	115,649
MSI Cajon Pass Fund	291,300
Total Funding Sources	**$ 3,623,386**

TASK: 0862 I-10 WESTBOUND LANE ADDITION – YUCAIPA & REDLANDS

PURPOSE: Improve safety and reduce traffic congestion from Live Oak Canyon Road in Yucaipa to Ford Street in Redlands on westbound Interstate 10 (I-10).

ACCOMPLISHMENTS: Construction of this lane addition is the last phase of the Measure I 1990-2010 improvements on the east end of Interstate 10 freeway. In September 2007, a contract was awarded for final design services to CH2M Hill, which includes the Plans, Specification, and Estimate package. A cooperative agreement, a Project Corridor Mobility Improvement Account baseline agreement, and a charter between Caltrans and SANBAG were executed. In October 2009 a construction management contract was issued to Athalye Consulting Engineering Services. In March 2010 the Board approved advertising the project for construction. On October 28, 2010 bids were received and on December 1, 2010 the construction contract was awarded to Beador Construction Company, Inc. for a total of $18,678,910. Construction for the project started on March 7, 2011. Construction is expected to last 18-months and be completed in spring 2013 followed by one year of plant establishment.

WORK ELEMENTS:

1. Complete construction of the lane addition.

2. Provide design support services during construction.

3. Administer and manage the construction and construction management contracts, budgets, and schedules.

4. Coordinate construction activities with Caltrans oversight.

5. Coordinate construction activities with California Highway Patrol COZEEP and the City of Yucaipa and the City of Redlands.

PRODUCT: Construction of an additional westbound general purpose lane from Live Oak Canyon Road in Yucaipa to Ford Street in Redlands on Interstate 10 (I-10) freeway and added ramp metering at westbound Yucaipa Boulevard onramp.

CONTRACT INFORMATION: Existing cooperative agreement with Caltrans, two professional services contracts, and one construction contract will remain in effect throughout this fiscal year. No new contracts are anticipated during the fiscal year.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $2,592,183.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0862 Interstate 10 Westbound Lane Addition - Yucaipa/Redlands

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	13,442	32,407	10,126
Regular Part-Time Employees	910	-	-
Fringe Allocation-General	11,722	28,252	9,306
Professional Services	569,793	-	25,000
Consulting Services	40,123	1,640,000	2,712,861
Program Management Fees	58,915	115,000	105,646
Auditing & Accounting	2,500	-	-
Legal Fees	190	-	1,500
Maintenance-Buildings	-	-	-
Rentals-Buildings	42,360	43,309	49,984
Construction Capital	2,134,670	10,164,329	6,964,591
Postage	28	-	100
Advertising	108	-	-
Printing - External	5,380	2,000	2,000
Printing - Internal	-	150	150
Indirect Allocation-General	19,984	50,377	18,018
Indirect Allocation-Project Management	4,549	13,476	13,405
Total Expenditures	**$ 2,904,675**	**$ 12,089,300**	**$ 9,912,687**

Funding Sources

Surface Transportation Program	3,608,069
State Highway Oper & Protection Program	300,000
Corridor Mobility Improvement Account	5,354,591
MSI 1990-Valley Fund-Major Projects	650,027
Total Funding Sources	**$ 9,912,687**

TASK: 0869 GLEN HELEN PARKWAY GRADE SEPARATION

PURPOSE: Improve safety and reduce traffic congestion at the intersection of Glen Helen Parkway and the BNSF and UPRR tracks.

ACCOMPLISHMENTS: At its April 10, 2008 meeting, the California Transportation Commission programmed Trade Corridors Improvement Fund (TCIF) monies on the Glen Helen Parkway at UPRR/BNSF Grade Separation. The TCIF includes $7,172,000 for construction, with the balance to be provided from Measure I and Local Development shares. The County of San Bernardino is the lead agency for these efforts. The design and right of way phase is nearly complete and a final construction bid package is being prepared to advertise.

WORK ELEMENTS:

1. Completion of right-of-way activities.

2. Completion of the construction bid package.

3. Advertise and award a construction contract.

4. Oversee the contracts, budgets and schedule, and manage the reimbursements.

PRODUCT: Construction of a grade separation on Glen Helen Parkway at the Union Pacific Railroad (UPRR) and Burlington Northern Santa Fe (BNSF) rail grade crossings in unincorporated San Bernardino County.

CONTRACT INFORMATION: Existing cooperative agreements for right of way and construction with the County of San Bernardino will remain in effect. No new agreements involving SANBAG are anticipated. The County of San Bernardino will be entering into contracts for the construction of the project.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $4,122,216.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0869 Glen Helen Parkway Grade Separation

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	118	1,437	2,564
Regular Part-Time Employees	-	-	-
Fringe Allocation-General	107	1,253	2,357
Consulting Services	851,342	1,000,000	-
Program Management Fees	5,065	20,000	18,373
Legal Fees	95	-	1,000
Construction Capital	-	1,000,000	3,168,225
Right of Way Capital	847,394	4,115,000	1,200,000
Postage	-	-	150
Printing - External	-	2,150	2,000
Indirect Allocation-General	171	2,234	4,563
Indirect Allocation-Project Management	392	2,344	2,332
Total Expenditures	**$ 1,704,684**	**$ 6,144,418**	**$ 4,401,564**
Funding Sources			
MSI Valley Fund-Major Street			33,339
Valley Major Street Bond Fund			4,368,225
Total Funding Sources			**$ 4,401,564**

TASK: 0870 HUNTS LANE GRADE SEPARATION

PURPOSE: Improve safety and reduce traffic congestion at the intersection of Hunts Lane and the UPRR tracks in the Cities of Colton and San Bernardino.

ACCOMPLISHMENTS: In the 2011/2012 fiscal year, the Plans, Specifications and Estimate approval and right-of-way certification were obtained. The project was advertised and bids were received and opened. A construction contract was awarded in Spring, 2012.

WORK ELEMENTS:

1. Manage the contracts, schedules, and budgets for the project construction phase as construction continues through the fiscal year.

2. Continue support as required for the eminent domain process on several properties, including discussion with property owners and their representatives and participation in negotiations as required.

3. Manage right of way funding for the remaining eminent domain properties.

4. Continue coordination with utility companies for relocation of their facilities in support of the construction of the project.

PRODUCT: Construction of the Hunts Lane/Union Pacific Railroad (UPRR) Grade Separation in the Cities of Colton and San Bernardino.

CONTRACT INFORMATION: Existing agreements with utility companies and cooperative agreements with the Cities of Colton and San Bernardino will stay in effect. In addition, contracts with a construction contractor and a designer will also remain in effect. No new contracts are anticipated during the fiscal year.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $12,294,980.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0870 Hunts Lane Grade Separation

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	12,320	36,625	27,640
Regular Part-Time Employees	560	-	-
Fringe Allocation-General	11,023	31,930	25,404
Professional Services	107,939	32,687	8,000
Consulting Services	5,438	1,125,108	20,000
Program Management Fees	93,684	200,000	367,462
Legal Fees	103,001	-	2,000
Rail Maintenance Of Way	-	57,169	65,000
Construction Capital	-	30,603,098	11,111,818
Utilities Capital	323,639	-	-
Right of Way Capital	628,452	801,518	865,000
Postage	67	150	150
Advertising	-	-	-
Printing - External	2,295	2,000	2,000
Indirect Allocation-General	18,367	56,935	49,183
Indirect Allocation-Project Management	8,062	23,436	23,319
Total Expenditures	**$ 1,314,847**	**$ 32,970,656**	**$ 12,566,976**

Funding Sources

Congestion Mitigation & Air Quality	1,000,000
Project National & Regional Significance	4,200,000
Demonstration High Priority Program	2,711,818
Traffic Congestion Relief Program	3,050,000
Public Utilities Commission	800,000
MSI Valley Fund-Major Street	183,731
MSI 1990-Valley Fund-Major Projects	421,427
Valley Major Street Bond Fund	200,000
Total Funding Sources	**$ 12,566,976**

TASK: 0871 STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION

PURPOSE: Improve safety and reduce traffic congestion at the intersection of University Parkway/State Street and the BNSF railroad tracks in the City and County of San Bernardino.

ACCOMPLISHMENTS: Traffic Congestion Relief Program funds were allocated for design, right-of-way, and construction of the project; the design was completed in spring 2007 and required right-of-way was secured. A consultant services contract for full-service construction management was awarded and the construction contract was awarded in April 2007. The Contractor began work on May 21, 2007 and the contract was completed in summer 2009. The final Record of Survey was recorded in September 2010.

WORK ELEMENTS:

1. Completion of right-of-way activities including post project disposition of excess right-of-way and final transferring of properties from SANBAG to the County of San Bernardino.

2. Final disposition of agreements and funding requirements.

PRODUCT: A railroad grade separation at State Street/University Parkway on the jurisdictional boundary of the City of San Bernardino and the San Bernardino County unincorporated community of Muscoy.

CONTRACT INFORMATION: No new contracts are anticipated in the fiscal year. All existing contracts have been closed out. Some work may be required under multi-task support services contracts to close out final right of way work.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $328,373.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0871 State St./University Parkway Grade Separation

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	660	1,886	671
Regular Part-Time Employees	-	-	-
Fringe Allocation-General	598	1,644	616
Professional Services	15,105	320,000	300,000
Program Management Fees	3,111	20,000	18,373
Legal Fees	2,413	-	5,000
Construction Capital	-	-	-
Utilities Capital	-	-	-
Right of Way Capital	6,675	-	-
Postage	47	150	150
Printing - External	-	2,000	1,000
Indirect Allocation-General	952	2,932	1,193
Indirect Allocation-Project Management	274	2,344	2,332
Total Expenditures	**$ 29,835**	**$ 350,956**	**$ 329,335**

Funding Sources

MSI 1990-Valley Fund-Major Projects	329,335
Total Funding Sources	**$ 329,335**

TASK: 0874 PALM AVENUE GRADE SEPARATION

PURPOSE: Improve safety and reduce traffic congestion at the intersection of Palm Avenue and the BNSF railroad tracks.

ACCOMPLISHMENTS: In October 2008, SANBAG and the City of San Bernardino entered into a cooperative agreement for SANBAG to assume the lead for project development. A consultant contract was issued for preliminary engineering and environmental studies for the Project Approval and Environmental Document (PA/ED) phase. In mid-2009, approximately $1.6 million from the Safe, Accountable, Flexible, Efficient Transportation Equity Act – Legacy for Users (SAFETEA-LU) was programmed for the project. In the 2009/2010 Fiscal Year, the PA/ED consultant contract was amended to include both final design and environmental work required to comply with Federal and Caltrans Local Assistance requirements that came with the SAFETEA-LU allocation. The PA/ED phase was completed in July, 2011. Right-of-way funding was authorized in September 2011 and work has begun on that phase. The Plans, Specifications, and Estimates have been advanced to 95%. For the upcoming construction, Trade Corridor Improvements Funds in the amount of $9.4 million are programmed on this project.

WORK ELEMENTS:

1. Preparation of final design plans and specifications.

2. Manage right of way activities and achieve right-of-way certification.

3. Coordinate activities with the BNSF, United States Fish and Wildlife Service, and United States Army Corps of Engineers for final permits.

4. Manage the contracts, budgets, and schedules.

5. Advertise and award a construction management and construction contract.

PRODUCT: Construction of a grade separated railroad crossing over the Burlington Northern Santa Fe (BNSF) rail line and Cajon Boulevard in the City of San Bernardino.

CONTRACT INFORMATION: The existing professional agreements will remain in effect through the fiscal year and amended as required to support the construction phase. It is anticipated that new agreements for construction management and construction will be entered into.

LOCAL FUNDING SOURCE DETAIL:

i. City of San Bernardino - $1,006,676
ii. BNSF - $60,000

PRIOR YEAR BUDGETED COMMITMENTS:

The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $8,049,099.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0874 Palm Ave. Grade Separation

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	3,284	8,639	12,716
Fringe Allocation-General	2,947	7,531	11,687
Professional Services	-	26,000	25,000
Consulting Services	579,390	2,542,128	900,000
Program Management Fees	96,439	100,000	91,866
Legal Fees	1,473	-	3,150
Construction Capital	-	-	1,884,350
Right of Way Capital	-	8,819,170	6,880,000
Postage	35	1,880	-
Printing - External	-	-	2,000
Indirect Allocation-General	4,694	13,429	22,627
Indirect Allocation-Project Management	6,033	11,718	11,660
Total Expenditures	**$ 694,294**	**$ 11,530,495**	**$ 9,845,056**

Funding Sources

Congestion Mitigation & Air Quality	4,300,000
Demonstration High Priority Program	750,000
Trade Corridor Improvement Fund	784,140
MSI Valley Fund-Major Street	74,030
Local Projects Fund	1,066,676
Valley Major Street Bond Fund	2,870,210
Total Funding Sources	**$ 9,845,056**

TASK: 0876 SOUTH MILLIKEN AVENUE GRADE SEPARATION

PURPOSE: Improve safety and reduce traffic congestion at the intersection of South Milliken Avenue and the Union Pacific Railroad (UPRR) in the City of Ontario.

ACCOMPLISHMENTS: At its April 10, 2008 meeting, the California Transportation Commission programmed $8,031,000 in Trade Corridors Improvement Funds (TCIF) on the South Milliken Avenue Grade Separation. In January 2010, SANBAG approved a funding shift of $6,490,000 of TCIF funds from the North Milliken Grade Separation Project for construction of this project. The Environmental Document was approved on June 15, 2010. Plans, Specifications, and Estimates (PS&E) are approximately 60% complete. The acquisition of right-of-way and utility relocation activities are in progress.

WORK ELEMENTS:

1. Continue work on final design and right-of-way phases.
2. Coordinate with the City of Ontario and participate in meetings and presentations.
3. Negotiate and execute a construction cooperative agreement with the City of Ontario.
4. Manage budgets and approve reimbursements to the City of Ontario.

PRODUCT: Construction of a grade separated railroad crossing at the intersection of South Milliken Avenue and the Union Pacific Railroad (UPRR) in the City of Ontario.

CONTRACT INFORMATION: The existing agreements will remain in effect through the fiscal year. It is anticipated that a new agreement will be executed with the City of Ontario for the construction phase of the project.

LOCAL FUNDING SOURCE DETAIL:
i. City of Ontario - $1,647,200

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $4,625,898.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0876 South Milliken Ave. Grade Separation

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	280	-	1,974
Regular Part-Time Employees	140	-	-
Fringe Allocation-General	254	-	1,814
Professional Services	-	-	-
Consulting Services	1,093,402	2,262,598	1,575,598
Program Management Fees	5,720	35,000	32,153
Legal Fees	570	-	1,000
Right of Way Capital	-	4,176,800	5,221,000
Postage	20	-	100
Printing - External	-	-	500
Printing - Internal	-	-	500
Office Expense	-	-	100
Indirect Allocation-General	606	-	3,512
Indirect Allocation-Project Management	360	4,101	4,081
Total Expenditures	**$ 1,101,352**	**$ 6,478,499**	**$ 6,842,332**
Funding Sources			
MSI Valley Fund-Major Street			1,018,332
Local Projects Fund			1,647,200
Valley Major Street Bond Fund			4,176,800
Total Funding Sources			**$ 6,842,332**

TASK: 0877 VINEYARD AVENUE GRADE SEPARATION

PURPOSE: Improve safety and reduce traffic congestion at the intersection of Vineyard Avenue and the Union Pacific Railroad (UPRR) in the City of Ontario.

ACCOMPLISHMENTS: At its April 10, 2008 meeting, the California Transportation Commission programmed $6,884,000 in Trade Corridors Improvement Funds (TCIF) on Vineyard Avenue Grade Separation project. The Environmental Document was approved on June 15, 2010. Plans, Specifications, and Estimates (PS&E) are approximately 60% complete. The acquisition of right-of-way and utility relocation activities are in progress.

WORK ELEMENTS:

1. Continue work on final design and right-of-way phases.
2. Coordinate with the City of Ontario and participate in meetings and presentations.
3. Negotiate and execute a construction cooperative agreement with the City of Ontario.
4. Manage budgets and approve reimbursements to the City of Ontario.

PRODUCT: Construction of a grade separated railroad crossing at the intersection of Vineyard Avenue and the Union Pacific Railroad (UPRR) in the City of Ontario.

CONTRACT INFORMATION: The existing agreements will remain in effect through the fiscal year. It is anticipated that a new agreement will be executed with the City of Ontario for the construction phase of the project.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $2,045,353.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0877 Vineyard Ave. Grade Separation

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	-	-	-
Regular Part-Time Employees	-	-	-
Fringe Allocation-General	-	-	-
Professional Services	-	-	-
Consulting Services	823,327	24,586	1,094,030
Program Management Fees	8,328	35,000	32,153
Legal Fees	285	-	2,000
Right of Way Capital	-	7,308,087	120,000
Postage	-	-	100
Printing - External	-	-	2,000
Indirect Allocation-General	-	-	-
Indirect Allocation-Project Management	286	4,101	4,081
Total Expenditures	**$ 832,227**	**$ 7,371,774**	**$ 1,254,364**
Funding Sources			
MSI Valley Fund-Major Street			291,764
Valley Major Street Bond Fund			962,600
Total Funding Sources			**$ 1,254,364**

TASK: 0879 COLTON CROSSING BNSF/UPRR GRADE SEPARATION

PURPOSE: Improve the regional rail network mobility and operational efficiency by reducing delay at the intersection of the BNSF mainlines and the UPRR mainlines in the City of Colton.

ACCOMPLISHMENTS: In 1999 Caltrans, in collaboration with SANBAG, the Riverside County Transportation Commission (RCTC), Burlington Northern Santa Fe (BNSF) and Union Pacific Railroad (UPRR) prepared a Project Study Report (PSR) for the Colton Crossing Grade Separation project. A Supplemental PSR was approved in January 2006. A memorandum of understanding (MOU) was executed in May 2010 between SANBAG, the City of Colton, UPRR, and BNSF stipulating the parties' agreement to implement the Colton Crossing project and a number of other rail improvement projects in the City of Colton and within the region. The California Transportation Commission (CTC) allocated State Transportation Improvement Program (STIP) funds in the amount of $3.7 million for preliminary engineering and environmental document development. $33.8 million of Transportation Investments Generating Economic Recovery (TIGER) funds were authorized for the project. $91.3 million of Trade Corridor Improvement Funds (TCIF) were programmed for construction. The Environmental Document was approved in May 2011. Final design and right-of-way were completed in June 2011. Construction activities started on October 31, 2011.

WORK ELEMENTS:

1. Participate in monthly construction progress meetings.
2. Coordinate with UPRR, BNSF, Caltrans and the City of Colton.
3. Manage budgets and administer the reimbursement of TCIF funds to UPRR.

PRODUCT: the construction of a rail-to-rail grade separation at the intersection of the BNSF mainlines and the UPRR mainlines in the City of Colton.

CONTRACT INFORMATION: The existing contracts and agreements will remain in effect for this fiscal year. No new contracts are anticipated.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $36,252,992.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0879 Colton Crossing BNSF/UPRR Grade Separation

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	21,606	26,204	18,213
Regular Part-Time Employees	280	-	-
Fringe Allocation-General	19,042	22,845	16,739
Consulting Services	1,132,345	36,000	-
Program Management Fees	138,332	190,000	137,799
Legal Fees	6,983	-	10,000
Construction Capital	-	36,200,000	91,305,000
Postage	159	-	150
Travel Expense - Employee	280	-	-
Travel Expense-Mileage-Employee	2	-	-
Printing - External	925	2,150	1,500
Communications	-	-	-
Meeting Expense	43	-	-
Indirect Allocation-General	30,736	40,735	32,407
Indirect Allocation-Project Management	10,250	22,265	17,489
Total Expenditures	**$ 1,360,983**	**$ 36,540,199**	**$ 91,539,297**

Funding Sources

Trade Corridor Improvement Fund	91,305,000
MSI 1990-Valley Fund-Major Projects	234,297
Total Funding Sources	**$ 91,539,297**

TASK: 0880 INTERSTATE 15/INTERSTATE 215 DEVORE INTERCHANGE

PURPOSE: Mitigate the existing congestion at the Interstate 15/I-215 (I-15/I-215) Devore Interchange and provide the capacity for projected future traffic volumes.

ACCOMPLISHMENTS: The Project Study Report and Preliminary Environmental Analysis Report were completed in the 2008/2009 Fiscal Year. Preliminary design activities and environmental studies are completed and the Project Approval and Environmental Document (PA/ED) approval milestone was achieved in February, 2012.

This project has been selected as one of ten design-build projects for the State Department of Transportation (Caltrans) as part of a pilot program. A cooperative agreement with Caltrans has been executed defining roles and responsibilities through the preliminary engineering and environmental document phase and the design-build procurement, right of way, and design-build. Caltrans is the lead agency for the environmental phase, right of way, and the design-build implementation with SANBAG supporting Caltrans with existing environmental, engineering, and right of way contracts which cover support through the design build phase of the project.

WORK ELEMENTS:

1. Manage the right of way phase for the project through consultant services including property acquisition, utility relocations, and railroad coordination.
2. Support the procurement of the design build contractor.
3. Support Caltrans as-needed for procuring permits, providing project controls, and the administration of the design build contract.
4. Manage the contracts, budgets and schedules of consultants and monitor Caltrans' work efforts.

PRODUCT: Interchange improvements that include a lane addition in each direction on I-15 through the interchange, truck by-pass connectors, and reconnection of Cajon Boulevard.

CONTRACTS: Existing contracts include cooperative agreements with Caltrans for the preliminary engineering phase, the right of way phase, and the design-build phase. In addition, existing contracts are in place for consultant design support during construction, two consultant contracts to manage the right of way acquisition, utility, and railroad work, as well as the utilization of multi-task support contracts for environmental permit work, right of way advisor, and right of way legal support. No new SANBAG contracts are anticipated in the fiscal year.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0880 Interstate 15/Interstate 215 Devore Interchange

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	30,927	29,441	30,129
Regular Part-Time Employees	9,170	-	-
Fringe Allocation-General	26,778	25,667	27,692
Professional Services	93,232	1,039,092	75,000
Consulting Services	2,708,709	1,579,549	500,000
Program Management Fees	172,123	100,000	91,866
Legal Fees	-	-	10,000
Construction Capital	-	8,895	1,500,000
Right of Way Capital	-	8,706,093	19,792,632
Postage	-	150	150
Printing - External	-	2,000	1,000
Printing - Internal	-	-	-
Meeting Expense	-	-	-
Indirect Allocation-General	55,877	45,767	53,612
Indirect Allocation-Project Management	10,678	11,718	11,660
Total Expenditures	**$ 3,107,494**	**$ 11,548,371**	**$ 22,093,741**
Funding Sources			
MSI Cajon Pass Fund			226,109
Cajon Pass Bond Fund			21,867,632
Total Funding Sources			**$ 22,093,741**

TASK: 0881 LENWOOD AVENUE GRADE SEPARATION

PURPOSE: Improve safety and reduce traffic congestion at the intersection of Lenwood Road and the Burlington Northern Santa Fe (BNSF) railroad tracks in the City of Barstow.

ACCOMPLISHMENTS: In December 2009, SANBAG, the County of San Bernardino, and the City of Barstow entered into a cooperative agreement for SANBAG to assume the lead for design and right-of-way support. In May 2011, SANBAG, the County of San Bernardino, and the City of Barstow entered into a combined right-of-way and construction cooperative agreement to identify roles and responsibilities and the funding plan for completion of the right-of-way and construction phases of the project. In February 2012, SANBAG, the County of San Bernardino, and the City of Barstow amended the funding agreement to replace Congestion Mitigation Air Quality (CMAQ) funds with Surface Transportation Program (STP) funds for right-of-way and for the replacement of a portion of the Measure I North Desert Major Local Highway Program funds with STP funds for construction. The 100% Plans, Specifications, and Estimates will be submitted for final review and approval in February 2012. The RFA for right-of-way and construction was submitted to Caltrans in February 2012. Advertising, awarding, and approving the construction contract is anticipated to occur late in this fiscal year.

WORK ELEMENTS:

1. Complete work on the final design including right-of-way engineering activities.

2. Complete railroad construction and maintenance agreement.

3. Complete right-of-way activities to support right-of-way certification.

4. Advertise and award a construction management and construction contract.

5. Manage the contracts, budgets and schedules.

PRODUCT: Construction of a grade separated Burlington Northern Santa Fe (BNSF) rail line and Lenwood Road in the City of Barstow.

CONTRACT INFORMATION:

The existing professional agreements will remain in effect through the fiscal year and amended as required to support the construction phase. It is anticipated that new contracts for construction management and construction will be executed.

LOCAL FUNDING SOURCE DETAIL:

i. County of San Bernardino- $101,052
ii. City of Barstow- $901,976

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $3,855,187.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0881 Lenwood Ave. Grade Separation

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	4,531	8,734	16,970
Regular Part-Time Employees	560	-	-
Fringe Allocation-General	4,076	7,614	15,597
Professional Services	14,616	16,881	-
Consulting Services	1,156,898	2,548,687	1,235,000
Program Management Fees	65,113	110,000	101,052
Legal Fees	1,663	-	2,000
Construction Capital	-	-	300,000
Right of Way Capital	-	4,195,785	2,950,000
Postage	25	150	150
Printing - External	-	2,000	2,000
Indirect Allocation-General	7,300	13,577	30,196
Indirect Allocation-Project Management	6,398	12,890	12,826
Total Expenditures	**$ 1,261,180**	**$ 6,916,318**	**$ 4,665,791**

Funding Sources

Surface Transportation Program	2,950,000
MSI North Desert Fund-Major Local Hwy	712,763
Local Projects Fund	1,003,028
Total Funding Sources	**$ 4,665,791**

TASK: 0882 NORTH MILLIKEN AVENUE GRADE SEPARATION

PURPOSE: Improve safety and reduce traffic congestion at the North Milliken Avenue and Union Pacific Rail Road (UPRR) railroad tracks in City of Ontario.

ACCOMPLISHMENTS: The City of Ontario managed the project development activities leading for this project. In January 2010, SANBAG Board approved a funding plan to program $45 million in State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) fund savings from the Interstate 215 North project to the North Milliken Avenue Grade Separation Project. This funding shift was necessary to offset the unavailability of Traffic Congestion Relief Program (TCRP) funds until year 2016. In May 2010, SANBAG and the City of Ontario entered into a construction cooperative agreement making SANBAG responsible for the construction phase of the project. A contract with a construction management consultant, Nolte Associates Inc., was also approved in May 2010. On October 21, 2010 bids were received and on November 3, 2010 the Board awarded a construction contract to C.C Myers Inc. The Notice to Proceed was issued on November 22, 2010 and construction started in February 2011.

WORK ELEMENTS:

1. Continue public information activities.

2. Manage the contracts, budgets and schedules for the project construction phase as construction continues through the fiscal year.

3. Coordinate construction of the grade separation with the City of Ontario and the UPRR .

PRODUCT: Construct the grade separation at the North Milliken Avenue crossing of the UPRR railway in the City of Ontario.

CONTRACT INFORMATION: The existing cooperative agreement with the City, the construction management services contract, and construction contract will remain in effect through the fiscal year. No new contracts are anticipated.

LOCAL FUNDING SOURCE DETAIL:
i. City of Ontario - $705,478

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $1,550,994.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0882 North Milliken Ave. Grade Separation

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	18,510	10,319	7,388
Fringe Allocation-General	16,660	8,996	6,791
Professional Services	519,718	-	241,000
Consulting Services	-	1,700,000	3,112,595
Program Management Fees	120,835	200,000	91,866
Legal Fees	1,473	-	9,000
Construction Capital	5,604,008	36,692,835	13,625,545
Postage	178	150	150
Advertising	320	-	-
Printing - External	6,921	2,000	6,000
Communications	-	-	-
Indirect Allocation-General	26,538	16,041	13,147
Indirect Allocation-Project Management	8,991	23,436	11,660
Total Expenditures	**$ 6,324,152**	**$ 38,653,777**	**$ 17,125,142**

Funding Sources

Regional Improvement Program	16,354,643
MSI Valley Fund-Major Street	39,476
Local Projects Fund	705,478
Valley Major Street Bond Fund	25,545
Total Funding Sources	**$ 17,125,142**

TASK: 0883 STATE ROUTE 210 PEPPER AVENUE INTERCHANGE

PURPOSE: Provide access to the State Route 210 (SR-210) freeway at Pepper Avenue in the City of Rialto

ACCOMPLISHMENTS The bridge spanning the future Pepper Avenue was constructed as part of the original SR-210 mainline project. At the time of the construction of the freeway Pepper Avenue did not extend to the freeway, therefore the interchange ramps were not constructed. The City of Rialto has awarded a construction contract to extend Pepper Avenue. With this, project development of the interchange ramps has commenced. The SANBAG Board awarded an engineering and environmental professional services contract in February 2011 and preliminary design and environmental studies are currently ongoing.

WORK ELEMENTS:

1. Perform preliminary engineering activities, prepare Geometric Approval Drawings, and complete a Project Report.

2. Perform environmental studies, prepare environmental technical reports, and complete and circulate the Environmental Document.

3. Initiate the PS&E phase and begin final design activities.

4. Conduct environmental and design peer reviews on project deliverables.

5. Coordinate with Caltrans staff for review and approval of the project.

6. Manage the contracts, budgets, and schedules.

PRODUCT: Construction of a full directional interchange at SR-210 and Pepper Avenue.

CONTRACT INFORMATION:
The existing environmental and design professional agreements will remain in effect through the fiscal year. No new contracts are anticipated for the 2012/2013 Fiscal Year.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $790,824.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0883 State Route 210 Pepper Ave. Interchange

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	1,264	1,571	1,298
Regular Part-Time Employees	560	-	-
Fringe Allocation-General	1,144	1,370	1,193
Professional Services	-	-	60,000
Consulting Services	52,463	1,494,000	2,104,616
Program Management Fees	66,989	100,000	91,866
Legal Fees	570	-	-
Construction Capital	-	-	-
Postage	275	150	-
Printing - External	237	2,000	-
Indirect Allocation-General	2,630	2,443	2,310
Indirect Allocation-Project Management	6,351	11,718	11,660
Total Expenditures	**$ 132,482**	**$ 1,613,252**	**$ 2,272,943**
Funding Sources			
MSI 1990-Valley Fund-Major Projects			2,272,943
Total Funding Sources			**$ 2,272,943**

TASK: 0884 LAUREL AVENUE GRADE SEPARATION

PURPOSE: Improve safety and reduce traffic congestion at the intersection of Laurel and the BNSF Railway (BNSF) tracks in the City of Colton.

ACCOMPLISHMENTS: A design and environmental cooperative agreement with the City of Colton was approved and an engineering and environmental services contract was awarded in January 2011. In September 2011, a Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) was filed, and in December 2011, a Preliminary Engineering Report was approved. Currently, final design activities are ongoing and right-of-way activities have been initiated.

WORK ELEMENTS:

1. Complete and approve the 100% PS&E and construction bid package.

2. Perform final right-of-way activities.

3. Procure a construction management contract.

4. Procure required permits for construction.

5. Advertise and award a construction contract.

6. Manage the contracts, budgets, and schedules.

PRODUCT: Construction of a railroad grade separation at the Laurel Street and BNSF tracks in the City of Colton.

CONTRACT INFORMATION:

The existing construction cooperative agreement with the City of Colton and the funding agreement between the City, Union Pacific Railroad (UPRR), and BNSF will remain in effect through the fiscal year. The existing professional design contracts will also remain in effect through the fiscal year. It is anticipated that a new Construction and Maintenance agreement with BNSF and new contracts for construction management and construction will be entered into.

LOCAL FUNDING SOURCE DETAIL:

i. City of Colton- $1,689,180
ii. UPRR- $1,307,155

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $1,199,356.

Task 0884 Laurel Ave. Grade Separation

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	661	2,919	7,902
Regular Part-Time Employees	1,820	-	-
Fringe Allocation-General	412	2,545	7,262
Professional Services	2,439	-	-
Consulting Services	771,125	2,026,795	1,967,052
Program Management Fees	86,744	100,000	91,866
Legal Fees	190	-	2,000
Construction Capital	-	-	12,408,980
Right of Way Capital	-	6,226,786	1,297,510
Postage	42	150	150
Advertising	-	-	-
Printing - External	-	2,000	1,500
Indirect Allocation-General	3,281	4,538	14,060
Indirect Allocation-Project Management	7,779	11,717	11,660
Total Expenditures	**$ 874,494**	**$ 8,377,450**	**$ 15,809,942**

Funding Sources

Trade Corridor Improvement Fund	3,480,000
MSI Valley Fund-Major Street	1,756,523
Local Projects Fund	2,996,335
Valley Major Street Bond Fund	7,577,084
Total Funding Sources	**$ 15,809,942**

Task 0885 9th Street Rail Improvements

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	-	1,657	829
Fringe Allocation-General	-	1,445	762
Professional Services	-	5,000	-
Program Management Fees	-	82,000	75,330
Legal Fees	-	-	1,000
Construction Capital	-	-	4,130,000
Postage	-	150	150
Printing - External	-	2,000	1,000
Indirect Allocation-General	-	2,576	1,529
Indirect Allocation-Project Management	-	9,609	9,561
Total Expenditures	**$ -**	**$ 104,437**	**$ 4,220,161**
Funding Sources			
MSI 1990-Valley Fund-Major Projects			4,220,161
Total Funding Sources			**$ 4,220,161**

TASK: 0885 9TH STREET RAIL IMPROVEMENTS

PURPOSE: Improve safety and traffic operations and eliminate 11 at-grade railroad crossings on the Union Pacific Railroad (UPRR) rail line in the City of Colton.

ACCOMPLISHMENTS: SANBAG is responsible for funding a portion of the construction cost of the 9th Street Rail Improvement Project in accordance with C12053, a funding agreement between SANBAG, the City of Colton, UPRR, and BNSF Railway (BNSF) that was executed in October 2011.

WORK ELEMENTS:

1. Conduct design peer reviews on project deliverables.

2. Manage the contracts, budgets, and schedules.

PRODUCT: Relocate the existing UPRR tracks that are located along the center of 9th Street in the City of Colton.

CONTRACT INFORMATION:

The existing funding agreement with the City of Colton, UPRR, and BNSF will remain in effect through the 2012/2013 Fiscal Year. There are no new contracts anticipated with this task.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $5,000.

MANAGER: Garry Cohoe, Director of Project Delivery

TASK: 0886 COLTON QUIET ZONE

PURPOSE: Reduce noise from train horns along the BNSF Railway (BNSF) railroad corridor in the City of Colton.

ACCOMPLISHMENTS: SANBAG is responsible for project development of the Quiet Zone improvements in accordance with C12053, a funding agreement between SANBAG, the City of Colton, UPRR, and BNSF Railway (BNSF) that was executed in October 2011. In September 2011, the final design for the project was approved and a Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) was filed, granting environmental approval for the project. In December 2011, crossing closure agreements with BNSF and the City of Colton were executed along with a construction cooperative agreement with the City of Colton. Per the construction cooperative agreement, the City of Colton will Advertise, Award, and Administer (AAA) the construction contract.

WORK ELEMENTS:

1. Coordinate with the City of Colton and BNSF during construction.

2. Project close out activities.

3. Manage the contracts, budgets, and schedules.

PRODUCT: Establishment of a Quiet Zone along the BNSF railroad corridor in the City of Colton.

CONTRACT INFORMATION:

The existing construction cooperative agreement with the City of Colton and railroad agreements with BNSF will remain in effect through the fiscal year. There are no new contracts anticipated for this task.

LOCAL FUNDING SOURCE DETAIL:

i. BNSF - $100,000

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $1,899,482.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0886 Colton Quiet Zone

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	-	829	2,610
Fringe Allocation-General	-	723	2,399
Professional Services	24,758	32,000	8,000
Consulting Services	27,383	-	-
Program Management Fees	292,019	356,000	286,708
Legal Fees	-	-	1,000
Construction Capital	-	-	2,819,855
Right of Way Capital	-	2,008,000	-
Postage	99	150	150
Printing - External	139	2,000	1,000
Indirect Allocation-General	-	1,289	4,644
Indirect Allocation-Project Management	4,255	41,716	36,389
Total Expenditures	**$ 348,653**	**$ 2,442,707**	**$ 3,162,755**

Funding Sources

MSI 1990-Valley Fund-Major Projects	3,062,755
Local Projects Fund	100,000
Total Funding Sources	**$ 3,162,755**

TASK: 0887 STATE ROUTE 210 LANE ADDITION

PURPOSE: Meet projected traffic demand, avoid congestion, and improve the safety and operation of the State Route 210 (SR-210) corridor between Highland Avenue in the City of Highland and Interstate 10 (I-10) in the City of Redlands.

ACCOMPLISHMENTS: A Project Study Report-Project Development Support (PSR-PDS) was approved in May 2008. In December 2011, the SANBAG Board authorized staff to release Request for Proposals (RFP) 12137 to procure the services of a consultant firm to prepare the Project Report and Environmental Document for the Project. In April 2012, the SANBAG Board authorized the award of Contract 12137 for the preparation of the Project Report and Environmental Document.

WORK ELEMENTS:

1. Oversee the work of the consultant involved in the preparation of the Preliminary Engineering and Environmental Document for the project.

2. Coordinate with Caltrans staff during the PA&ED phase.

3. Manage the contracts, budgets, and schedules.

PRODUCT: Construction of one mixed flow lane in each direction; construction of auxiliary lanes between Baseline and 5th Street; acceleration lane at the 5th Street southbound on-ramp; and widening of bridges on SR-210, from Highland Avenue/Arden Avenue to I-10.

CONTRACT INFORMATION: Current contracts and agreements will continue to be in effect for the fiscal year. No new contracts are anticipated.

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $1,045,061.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0887 State Route 210 Lane Addition

Budget Detail

Expenditures	2010-2011 Actual	2011-2012 Revised Budget	2012-2013 Budget
Regular Full-Time Employees	-	6,003	3,334
Fringe Allocation-General	-	5,233	3,064
Consulting Services	-	1,000,000	1,000,000
Program Management Fees	-	20,000	45,933
Legal Fees	-	-	1,000
Postage	-	150	150
Printing - External	-	2,000	1,000
Indirect Allocation-General	-	9,331	5,933
Indirect Allocation-Project Management	-	2,344	5,830
Total Expenditures	**$ -**	**$ 1,045,061**	**$ 1,066,244**

Funding Sources

MSI Valley Fund-Freeway Projects	1,066,244
Total Funding Sources	**$ 1,066,244**

TASK: 0888 I-15 LA MESA/NISQUALLI INTERCHANGE

PURPOSE: Provide access to the I-15 Freeway at La Mesa and Nisqualli Roads in the City of Victorville.

ACCOMPLISHMENTS: The City of Victorville has managed the project development activities leading to this project being ready for construction. Caltrans approved the Project Study Report and the Project Report in 1990 and 2007, respectively. The Draft Environmental Document was circulated for public review, a public hearing was held in September 2003, and environmental approval was obtained in April 2006. PS&E was completed in August 2010 and right of way was completed in February 2011. In April 2011 the City of Victorville requested SANBAG take the lead as the project manager for the construction phase of the project. In May 2011 the SANBAG Board of Directors approved nomination of the project for Corridor Mobility Improvement Account (CMIA) funds and approved a Construction Cooperative Agreement with the City of Victorville making SANBAG responsible for the construction phase of the project. In June 2011 the Board approved a Construction Cooperative Agreement with Caltrans and awarded a construction management contract to Arcadis–US. The California Transportation Commission (CTC) awarded $21.3 million in CMIA funds. In August 2011 the Board authorized advertisement of the project for construction and on November 15, 2011 bids were received. In December 2011 the Board awarded a construction contract to Riverside Construction Company Inc. A Notice to Proceed was issued on December 20, 2011 and construction started February 13, 2012. Construction will continue through fall of 2013.

WORK ELEMENTS:

1. Manage the contracts, budgets and schedules for the project construction phase as construction continues through the fiscal year.

2. Continue public information activities.

3. Coordinate construction of the interchange project with the City of Victorville, Caltrans and utility companies.

PRODUCT: Construction of a new full service Interstate 15 interchange and associated frontage roads connecting La Mesa Road and Nisqualli Road in the City of Victorville.

CONTRACT INFORMATION: The existing cooperative agreements with the City, Caltrans the construction management services contract and construction contract will remain in effect through the fiscal year. No new contracts are anticipated.

LOCAL FUNDING SOURCE DETAIL:

i. City of Victorville - $2,112,689

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $58,553.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0888 Interstate 15 La Mesa/Nisqualli Interchange

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	3,238	-	15,744
Overtime	-	-	-
Fringe Allocation-General	1,920	-	14,470
Consulting Services	42,215	1,628,709	4,008,000
Program Management Fees	63,843	50,000	112,692
Legal Fees	3,943	-	-
Construction Capital	-	16,470,487	12,000,000
Postage	100	-	-
Advertising	-	-	-
Public Information Activites	-	-	-
Printing - External	-	-	-
Indirect Allocation-General	3,059	-	28,014
Indirect Allocation-Project Management	1,171	5,860	12,689
Total Expenditures	**$ 119,489**	**$ 18,155,056**	**$ 16,191,609**

Funding Sources

Corridor Mobility Improvement Account	10,800,000
Local Projects Fund	2,112,689
Victor Valley Major Local Hwy Bond Fund	3,278,920
Total Funding Sources	**$ 16,191,609**

TASK: 0889 YUCCA LOMA BRIDGE

PURPOSE: Construct a bridge over the Mojave River at Yucca Loma Road to improve traffic circulation in the Victor Valley as a part of a new east west corridor through the region.

ACCOMPLISHMENTS: The Project Approval and Environmental Document phase of the project have been completed. The Initial Study/Mitigated Negative Declaration was approved by the Town Council in December 2010. Caltrans, on behalf of FHWA, approved the NEPA Finding of No Significant Impact in January of 2011. Right of Entry to the Mojave River was granted by the California Department of Fish and Game in January 2011 and clearing and tree removal in the bridge area was completed in February 2011. However, the project was delayed because an 6-F conversion was needed on a parcel of property originally purchased by the State of California using National park Service funds. The Town of Apple Valley anticipates that the conversion and a reaffirmation of the environmental document will be completed in early summer 2012 and expects to issue the IFB for the construction in late summer. Construction could begin as early as Fall 2012. The current SANBAG Board-approved funding commitment is $15 million STP-L and $800,000 in Measure I MLHP funds.

WORK ELEMENTS:

1. Execute a funding agreement with the Town of Apple Valley.
2. Monitor the expenditures and progress of the Town of Apple Valley managed project.
3. Provide Major Local Highway Program funds when invoiced.

PRODUCT:

1. Funding Agreement with the Town of Apple Valley for Major Local Highway Program funds for the project.

CONTRACT INFORMATION:

1. New Contracts
   Funding Agreement with the Town of Apple Valley

LOCAL FUNDING SOURCE DETAIL:

i. City of Apple Valley-$3,246,579

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $4,296,520

MANAGER: Duane Baker, Director of Management Services

Task 0889 Yucca Loma Bridge

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	-	-	-
Fringe Allocation-General	-	-	-
Program Management Fees	-	-	176,290
Legal Fees	-	-	1,000
Construction Capital	-	4,300,000	7,285,176
Postage	-	-	100
Advertising	-	-	500
Printing - External	-	-	900
Printing - Internal	-	-	500
Contributions/Sponsorships	-	-	-
Indirect Allocation-General	-	-	-
Indirect Allocation-Project Management	-	-	22,375
Total Expenditures	**$ -**	**$ 4,300,000**	**$ 7,486,841**
Funding Sources			
Surface Transportation Program			3,421,053
MSI Victor Valley Fund-Major Local Hwy			819,209
Local Projects Fund			3,246,579
Total Funding Sources			**$ 7,486,841**

TASK: 0890 I-15 RANCHERO ROAD INTERCHANGE

PURPOSE: Improve traffic operations and circulation for current and future demand on Ranchero Road at I-15 in the City of Hesperia.

ACCOMPLISHMENTS: The City of Hesperia has managed the project development activities leading to this project being ready for construction. In May 2011 the SANBAG Board of Directors nominated the project for Corridor Mobility Improvement Account (CMIA) Funds. In February 2012 the City of Hesperia requested SANBAG take the lead as the project manager for the construction phase of the project. Construction Cooperative Agreements with Caltrans and the City of Hesperia are currently being drafted.

WORK ELEMENTS:

1. Establish Cooperative Agreements with Caltrans and the City of Hesperia for SANBAG to advertise, award, and administer (AAA) the project.

2. Coordinate with the City of Hesperia and Caltrans on the completion of the PS& E and Right of Way phases.

3. Procure both a construction management consultant to oversee the construction of the project and a new construction contract.

4. Manage the contracts, budgets and schedules for the project construction phase as construction continues through the fiscal year.

5. Continue public information activities with the City of Hesperia and Caltrans.

6. Coordinate construction of the interchange project with the City of Hesperia, Caltrans and utility companies.

PRODUCT: Construction of a new full service Interstate 15 interchange in the City of Hesperia at Ranchero Road with associated frontage roads and utility relocations

CONTRACT INFORMATION: It is anticipated by June 2012 that a new cooperative agreement will be established with the City and Caltrans and a construction management services contract will have been awarded. A new construction contract is anticipated to be awarded during this fiscal year.

LOCAL FUNDING SOURCE DETAIL:

i. City of Hesperia $8,520,914

PRIOR YEAR BUDGETED COMMITMENTS:
The proposed Fiscal Year 2012/2013 budget includes Board approved Fiscal Year 2011/2012 appropriations in the estimated amount of $0.

MANAGER: Garry Cohoe, Director of Project Delivery

Task 0890 Interstate 15 Ranchero Road Interchange

Budget Detail

Expenditures	**2010-2011 Actual**	**2011-2012 Revised Budget**	**2012-2013 Budget**
Regular Full-Time Employees	-	-	-
Fringe Allocation-General	-	-	-
Consulting Services	-	-	1,039,636
Program Management Fees	-	-	140,000
Legal Fees	-	-	1,000
Construction Capital	-	-	6,968,146
Right of Way Capital	-	-	5,195,565
Postage	-	-	150
Printing - External	-	-	2,000
Indirect Allocation-General	-	-	-
Indirect Allocation-Project Management	-	-	9,308
Total Expenditures	**$ -**	**$ -**	**$ 13,355,805**

Funding Sources

Demonstration High Priority Program	312,976
Regional Improvement Program	3,399,426
MSI Victor Valley Fund-Major Local Hwy	82,458
Local Projects Fund	8,520,914
Valley Major Street Bond Fund	1,040,031
Total Funding Sources	**$ 13,355,805**

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: March 15, 2012

Subject: State Route 210 (SR-210) Lane Addition from Highland Avenue to Interstate 10 (I-10)

Recommendation:* Award Contract C12137 to URS Corporation (URS) for the preparation of Preliminary Engineering and Environmental Document for the State Route 210 Lane Addition Project from Highland Avenue to Interstate 10, for a not-to-exceed amount of $3,051,971.

Background: **This is a new agreement.** In the early 1990s, the segment of SR-210 from Highland Avenue in the City of San Bernardino to Interstate 10 (I-10) in the City of Redlands was realigned and reconstructed to its current condition as a four-lane divided freeway. In spite of the accelerated growth and development in the municipalities serviced by the SR-210 corridor, there have been no capacity improvements to SR-210 between Highland Avenue and I-10 for 20+ years. Consequently, increased traffic demand has exceeded the capacity of the freeway resulting in significant congestion.

In December 2011, the Board authorized staff to release Request for Proposals (RFP) 12137 to procure the services of a consultant firm to prepare the Project Report and Environmental Document for the Project. The RFP was advertised on December 9, 2011 and a notice was emailed to all engineering firms registered in

*

Approved
Major Projects Committee

Date: March 15, 2012

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
MPC1203b-ks
Attachment: C12137

SANBAG's vendor database. A five-member evaluation committee (Committee) was assembled, and a two-step evaluation process was followed to select the most qualified firm in accordance with SANBAG's Contracting and Procurement Policy 11000. The Committee consisted of representatives from SANBAG, California Department of Transportation (Caltrans), City of Highland, and City of Redlands.

On January 12, 2012, six (6) proposals were received and were distributed to members of the Committee. Each Committee member reviewed, scored, and ranked all six proposals based on five criteria: firm qualifications, personnel proposed, project understanding, staff capability, and project controls capability. On January 24, 2012 the Committee met, discussed the proposals and tabulated the scores. Each Committee member provided their scores and briefly discussed the rationale used in scoring the proposals. After all scores were added and verified, the Committee shortlisted the top three ranked firms, which are listed below in alphabetical order:

1. HDR Engineering, Inc.
2. HNTB Corporation
3. URS

On February 2, 2012, the Committee interviewed the three shortlisted firms. Each firm was allotted approximately 50 minutes to make a presentation and to answer four questions related to: involvement of the Federal Highway Administration (FHWA) in the Project; Project Controls and the management of scope, cost, and schedule; Geometric Approval Drawings; and Quality Control/Quality Assurance procedures. Each Committee member scored the firms based on the presentations and responses to the four questions. At the conclusion of the interview, all scores were added and verified, and URS was chosen by the Committee as the top ranked firm.

The Committee members determined that URS is the most qualified firm to prepare the Project Report and Environmental Document for the Project, for the following main reasons:

1. The URS team demonstrated better understanding of the definition of the Geometric Approval Drawings (GADs), and the process required for the timely approval of the GADs.
2. The URS team demonstrated in-depth knowledge and understanding of the project issues.
3. The URS team was able to more adequately address and respond to the Project Controls question and the overall management of the Project scope, cost, and schedule.

MPC1203b-ks
Attachments: C12137

In accordance with SANBAG's Contracting and Procurement Policy 11000, and to comply with the Code of Federal Regulations (CFR), a qualification-based evaluation was conducted by the Committee, and Price Proposals were not factored into the final selection process. However, Staff did perform an Independent Cost Estimate (ICE) following the Committee's selection of URS to verify URS's price. The not-to-exceed amount of $3,051,971 for the subject contract C12137 is consistent with the ICE that was completed by staff.

Staff is recommending the award of Professional Services Contract C12137 to URS for the preparation of Preliminary Engineering and Environmental Document for the SR-210 Lane Addition project from Highland Avenue to I-10, for a not-to-exceed amount of $3,051,971. Execution of this contract 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 is consistent with the adopted fiscal year 2011/2012 budget. Funding for this contract is provided under Task No. 88712000. The funding source is MSI 2010-Valley Freeway Projects.

Reviewed By: This item will be reviewed by the Major Project Committee on March 15, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the contract as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery.

MPC1203b-ks
Attachments: C12137

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12137 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and URS Corporation

Contract Description **State Route 210 (SR-210) Mixed Flow Lane Addition Project – Project Report & Environmental Services**

Board of Director's Meeting Date: April 4, 2012
Overview of BOD Action: Approve Contract C 12137
Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW					
Original Contract Amount	**$**	**3,051,971**	**Original Contingency Amount**	**$**	**0**
Revised Contract Amount *Inclusive of prior amendments*	**$**	**0**	**Revised Contingency Amount** *Inclusive of prior amendments*	**$**	**0**
Current Amendment Amount	**$**	**0**	**Contingency Amendment**	**$**	**0**
TOTAL CONTRACT VALUE	**$**	**3,051,971**	**TOTAL CONTINGENCY VALUE**	**$**	**0**
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				**$**	**3,051,971**

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
April 4, 2012	March 31, 2015	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 88712000

☐ A Budget Amendment is required.

How are we funding current FY? MSI 2010 – Valley Freeway Projects

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract: Anticipate multiple Federal, State, and Measyre I funds for the project.*

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature	3/7/12 Date	Project Manager Signature	3-2-12 Date
Chief Financial Officer Signature	3/8/12 Date	Contracts Manager Signature	3/7/12 Date

MM 3/8/12

ATTACHMENT "A"

Scope of Services

By and between
San Bernardino County Transportation Authority

And

URS Corporation

For

ENVIRONMENTAL AND ENGINEERING SERVICES
STATE ROUTE 210 MIXED FLOW LANE ADDITION PROJECT

Within
San Bernardino County, California

Contract No. C12137

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1. PROJECT DESCRIPTION AND ASSUMPTIONS

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation SANBAG will utilize the services of URS Corporation (URS) to prepare the Project Report and Environmental Document for the State Route 210 (SR-210) Mixed Flow Land Addition Project (Project) within the County of San Bernardino. Coordination between SANBAG, URS, California Department of Transportation (Caltrans) and other local agencies will be accomplished through the SANBAG Director of Project Delivery or his designee.

The SANBAG Project Manager for this contract shall be:

Khalil Saba, Project Delivery Manager

URS will be required to perform all professional and technical services necessary to prepare the Project Report and Environmental Document.

Project Description, Location and Scope

The project purposes to add one mixed flow lane in each direction of SR-210 between Highland Avenue in the cities of San Bernardino/Highland and San Bernardino Avenue in the city of Redlands. In the early 1990's, this segment of SR-210 from Highland Avenue to I-10 was realigned and reconstructed to its current condition as a four-lane divided freeway. In spite of the accelerated growth and development in the municipalities serviced by the SR-210 corridor, there have been no capacity improvements to SR-210 between Highland Avenue and I-10. Consequently, traffic demand has exceeded the capacity of the facility resulting in significant congestion at major local street interchanges and the junction with Interstate 10.

In May 2008, Caltrans approved a Project Study Report/Project Development Support (PSR-PDS) which identified one build alternative to increase the capacity of this segment of SR-210 by adding one mixed flow lane in each direction. The build alternative in the PSR-PDS also included the addition of HOV lanes; however, HOV lanes are not part of the scope of this Project. The two alternatives discussed in the PSR-PDS differed only in the re-configuration of the San Bernardino Avenue interchange; however, reconstruction of the San Bernardino Avenue interchange is not included in the scope of this Project. Finally, the PSR-PDS also included local street realignments and ramp modifications in the vicinity of the SR-210/I-10 Junction; however, the scope of work at this location is assumed to include traffic operational analysis only and no physical improvements or environmental footprint studies are anticipated in this area south of the San Bernardino Avenue.

Based on current data and information, SANBAG anticipates the scope of the proposed Project to include:

1. The addition of one mixed flow lane in each direction between Highland Avenue and San Bernardino Avenue.

2. Auxiliary lanes between Baseline Street and 5th Street.

3. Acceleration lane at the 5th Street southbound on-ramp.

4. Bridge widening of the following structures: Highland Avenue Undercrossing (UC), Sand Creek Bridge, Victoria Avenue UC, City Creek Bridge, 5th Street UC, Plunge Creek Bridge, Access Road UC, Santa Ana River Bridge and Pioneer Avenue UC.

The attached Project Overview Exhibit graphically depicts the project limits included and defined in this scope of work. Work outside these limits is not included in the scope and fee. SANBAG Sales Tax Measure I funds will be used to cover the cost of the preparation of the Project Report and Environmental Document. Future project phases, including construction, are anticipated to be funded from a variety of local, State and federal sources.

Applicable Standards

All documents shall be prepared in accordance with current SANBAG, Caltrans and San Bernardino County (County) regulations, policies, procedures, manuals and standards; where applicable.

Services Performed by URS

URS shall be responsible for the Services outlined in this Scope of Services. URS services shall conform to the standards, criteria and requirements of this Scope of Services and shall include the studies, reports, drawings and estimates necessary to complete the Project.

General Description of Required Services

A. URS shall carry out the directions as received only from SANBAG's Director of Project Delivery or designee. In addition, URS shall cooperate with other agencies and other URSs providing services for this Project and for adjacent projects, as necessary.

B. It is not the intent of the foregoing paragraph to relieve URS of professional responsibility during the performance of this Scope of Services. In those instances where URS believes a better design or solution to a problem is possible, URS shall promptly notify SANBAG's Director of Project Delivery or designee of these concerns, together with reasons there for.

C. URS shall have sole responsibility for the accuracy and completeness of the reports, drawings, estimates and related material prepared by URS for the Project. URS shall independently check and identify the engineer and checker for all such material prior to any submittal. The drawings, concepts, reports and documentation will be reviewed by SANBAG, and/or SANBAG's designee for peer reviews, overall project consistency and verification of implementation of URS' Quality Assurance/Quality Control process. URS is subject to audits by SANBAG or SANBAG's designee for implementation of a Quality Assurance/Quality Control process.

D. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to SANBAG. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The appearance, organization and content of the drawings shall be to applicable standards.

E. The title sheet for reports, each drawing and calculations shall bear the professional seal certificate number, registration classification, expiration date of the certificate, signature of the professional engineer, registered in the State of California, responsible for their preparation.

F. URS shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.

G. SANBAG 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 SANBAG. URS shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by SANBAG.

H. URS shall not suspend performance of this Contract during the negotiations of any change orders except as they may be directed by SANBAG. URS shall perform all changes in accordance with the terms and conditions of this Contract.

I. At the completion of this Scope of Services, all electronic files and correspondence relating to the Project shall be turned over to SANBAG who will then forward said files to CALTRANS. This includes all working data, field data and background information used in creating the deliverables listed in the Scope of Services.

J. URS shall submit all final drawings and reports on CD using a file format acceptable to SANBAG. The electronic files shall include the engineer's electronic signature and seal. URS shall verify the latest version of software used prior to submittal.

K. URS shall obtain, at its expense, all applicable Manuals and Standard Plans.

L. In the event that non-standard features are necessary, URS shall prepare the necessary Fact Sheets for Design Exceptions following SANBAG directions.

M. URS shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety and environmental considerations. If at any time during the performance of this Scope of Services, URS observes, encounters or identifies any circumstance that could pose potential risk, URS shall notify SANBAG immediately.

N. URS shall coordinate with all agencies involved or potentially impacted by the Project. URS shall inform SANBAG prior to all contacts, meetings and correspondence. URS shall also be required to coordinate activities with adjacent projects.

O. URS shall implement and comply with the SANBAG Quality Assurance procedures. Copy of these procedures is available on the SANBAG internet website: www.sanbag.ca.gov under "Bids, RFPs and RFQ".

The following scope of work is to prepare the preliminary engineering, Project Report, environmental technical studies and Environmental Document for the addition of one mixed flow

lane in each direction between Highland Avenue and I-10. Interchange and ramp improvements are generally not contemplated to accomplish the main objective of the Project (one mixed flow lane addition each way) except for the possible inclusion of auxiliary lanes between the Baseline Street and 5th Street interchanges and a possible acceleration lane added to the southbound 5th Street on-ramp. Within this scope of work the project is referred to as the SR-210 Mixed Flow Lane Addition Project, Caltrans EA 0C7000, or the Project for brevity.

The Project includes the following improvement elements that have been defined in the PSR-PDS:

- This segment of SR-210 will be widened from the existing four mixed flow lanes (two lanes in each direction) to six mixed flow lanes (three lanes in each direction). The additional mixed flow lane in each direction will exclusively be constructed in the existing median. Both directions of flow (northbound and southbound) will typically have ten foot wide left and right shoulders.

- The proposed new lanes on SR-210 will connect directly to the six existing mixed flow lanes to the north and eight existing mixed flow lanes to the south near San Bernardino Avenue.

- At the northern terminus, the additional mixed flow lane in the southbound direction will be developed just north of the Highland Avenue undercrossing where the existing freeway lanes shift toward the outside prior to the undercrossing. In the northbound direction, the additional mixed flow lane will connect directly into the existing number one lane in the existing three-lane roadbed.

- At the southern terminus, the additional mixed flow lanes will connect to SR-210 near the Pioneer Avenue undercrossing. In the southbound direction, the additional mixed flow lane will connect directly into the existing number one lane in the existing three-lane roadbed north of the Pioneer Avenue undercrossing. In the northbound direction, the additional mixed flow lane will be developed by transitioning the northbound roadbed lanes toward the median to create the new number 1 northbound lane in the median between the San Bernardino Avenue undercrossing and the Pioneer Avenue undercrossing.

- Auxiliary lanes connecting the existing on- and off-ramps of the Baseline Road and 5th Street interchanges will be studied. The auxiliary lanes will be created by extending the existing on-ramps, without tapering into the mainline freeway, and tying directly into the existing deceleration lanes of the following interchange. Two-lane off-ramps and two-lane on-ramps are not anticipated to be studied at these locations since future year off-ramp peak hour traffic volumes are not anticipated to exceed 1500 passenger car equivalents per hour.

- A southbound acceleration lane from the 5th Street interchange will be studied. The acceleration lane will be approximately 1000 feet long. It is not anticipated that this acceleration lane would be studied as a two-lane on-ramp nor as an auxiliary lane to the next interchange (San Bernardino Avenue) since this improvement is intended to address slow-moving trucks entering the freeway from the existing ascending on-ramp.

- No work is currently anticipated on the freeway-to-freeway connectors of the SR-210/I-10 Junction other than traffic impacts studies. Should mitigation be required to be constructed on the connector ramps (or on the I-10 freeway due to the addition of the mixed flow lanes

on Sr-210, then additional scope and level of effort estimated will need to be identified and agreed to with SANBAG.

- Similarly, no work is anticipated on the connector ramps of the SR-210/SR-330 Junction other than traffic impact studies because the Project only includes median widening of the Sr-210 freeway through the limits of the SR-330 interchange area.

- Storm water quality Best Management Practice (BMP) features will be considered as part of the Project at select locations where identified benefits outweigh impacts.

- New concrete or double metal thrie beam median barrier will not be considered throughout the project limits, because the existing median barrier is assumed to be adequate for this median widening project.

- New or modified drainage systems within the outside shoulders or new roadside swales (such as biofiltration BMPs) will be studied to convey both storm water quality flows and peak flows to existing outlets and historically identified off-site drainage facilities. In the areas where superelevated pavement sections exist, new or modified drainage systems will be studied for the center median.

- Existing interchange entrance ramps that are not currently metered will not be considered for retrofitted with ramp metering systems.

- None of the existing overcrossings are anticipated to be impacted in any way by the median widening project.

- Widening of the existing bridges at Sand Creek, City Creek, Plunge Creek and the Santa Ana will be studied. The bridge widenings are expected to include preliminary studies of scour retrofit work.

- No new right of way is expected to be required for the Project. Temporary construction easements may be needed in narrow locations to facilitate construction and will need to be identified.

- Several existing utilities will need to be studied for their impacts on the median widening project.

2. NON-STANDARD MANDATORY AND ADVISORY DESIGN FEATURES

The following nonstandard design elements are known to exist within the project limits or are expected to be necessary to implement the proposed improvements.

- Interchange Spacing - Between San Bernardino and the SR-210/I-10 junction.
- Longitudinal Grade - Several locations along the mainline freeway profile.
- 4:1 Embankment Slopes - Widening for auxiliary and acceleration lanes.

These nonstandard design features will be addressed in the appropriate Mandatory and Advisory Fact Sheet Exceptions to Design Standards.

3. ASSUMPTIONS IN ADDITION TO THE PROJECT DESCRIPTION

The following additional assumptions have been made with regard to the proposed PS&E scope of work for the Project.

General Assumptions:

1. Only one build alternative will be developed and analyzed in the various preliminary engineering and environmental technical studies.

2. The duration of the project to deliver the complete and approved Project Approval and Environmental Document is assumed to be 27 months.

3. The design will be prepared in English units.

Data Collection Assumptions:

1. Aerial topographic mapping, 500 feet each side of the SR-210 centerline, will be adequate for preliminary engineering and environmental studies.

2. Utility information will be requested and obtained from known utility owners and agencies. Data collection for utilities will focus on undercrossing locations since this is a median widening project.

Roadway Design Assumptions:

1. The existing drainage systems will generally be maintained with the exception that an incremental increase in runoff due to the new lane will be directed to the right shoulders. Analysis and proposal of new inlets/systems in the right shoulders will be estimated without laying out specific new systems and cost will be estimated as a percentage of the existing drainage improvements. Median drainage and cross drainage systems are assumed to generally remain in place.

2. Detailed stage construction and traffic handling concepts should not be necessary for this PA&ED phase since they are not anticipated to affect the disturbance footprint of the project.

3. New ramp meters may be considered at the Baseline Street and 5th Street interchanges where on-ramp improvements are proposed. Ramp meters are not included at any other interchanges within the project limits.

Bridge Design Assumptions:

1. Significant seismic retrofit of the existing structures within this segment of SR-210 is not expected due to the relatively recent construction of these bridges.

Preliminary Drainage Report Assumptions:

1. The storm water quality BMP approach discussed in the draft Storm Water Data Report (PSR/PDS) will be an acceptable approach for storm water treatment to be carried into the PA&ED phase.

2. Where design flows are required for analysis or design purposes at major flood control facilities that cross the freeway, the necessary design year Qs will be provided by the agency having jurisdiction over the facility so that hydrology of the entire tributary watershed does not need to be evaluated as part of the freeway widening project.

Environmental Document and Permitting Assumptions:

1. The National Environmental Policy Act (NEPA) Environmental Document will be a NEPA Categorical Exclusion (CE).

2. The California Environmental Quality Act (CEQA) Environmental Document will be a CEQA Initial Study (IS) and Mitigated Negative Declaration (MND).

3. Caltrans will be the Lead Agency for both CEQA and NEPA.

4. This scope assumes that, if required, no difficulties in identifying appropriate mitigation sites and/or banks will occur during permit processing. This scope and budget does not include creation of a compensatory mitigation plan for the Project.

5. Any Waters of the United States (including wetland) impacts identified will remain at less than 0.5 acre and a Nationwide 404 permit will be appropriate.

6. Based upon the information in the PEAR, it is assumed that the Project would be processed under the United States Army Corps of Engineers (USACE) Nationwide Permit Program (NWP). This approach is expected to involve authorization of NWP 14 – Linear Transportation Projects. The NWP 14 authorizes the improvement of linear transportation projects, provided that the impacts to jurisdictional waters do not exceed 0.5 acre. If project impacts to jurisdictional waters exceed the USACE NWP thresholds, or if the USACE District Engineer determines that the project would result in a significant adverse impact to the aquatic environment, then an Individual Permit would be required. Preparation of an Individual Permit and a 404(b)(1) alternatives analysis are not included in this scope of work.

7. For general pedestrian surveys and jurisdictional delineations, where access to the entire study area is not possible as a result of private property or other physical barriers, observations will be made from the public rights-of-way or other appropriate vantage points with binoculars and completed with aerial photographic interpretation.

8. This scope of work does not include the preparation of a California Endangered Species Act § 2080.1 consistency determination or 2081(b) State Incidental Take Permit.

9. No preconstruction clearance surveys are included within this scope of work.

10. This scope assumes that the Notice To Proceed will occur on or before April 18th and focused surveys for slender-horned spineflower can be conducted in 2012. No focused plant surveys are included in this scope of work for 2013.

11. This scope assumes that only San Bernardino Kangaroo Rat trapping will be required by the United States (U.S.) Fish and Wildlife Service (USFWS). No other small mammal trapping is included in this scope.

12. This scope assumes focused surveys for southwestern willow flycatcher will not be required.

13. No permit application, processing or filing fees are included in the fee estimate.

Right of Way and Utilities Assumptions:

1. Minimal right of way impacts are anticipated for this median widening project. Even the proposed auxiliary lane improvements and acceleration lane addition appear to be implementable without the need for additional right of way. No fee acquisitions have been assumed for this project as currently defined.

2. No more than 50 Temporary Rights of Entry have been assumed for budgeting purposes.

3. Impacts to existing utilities would only have the potential to occur within the local streets under undercrossing structures that are being widened. Therefore, the scope of work assumes up to 6 existing utilities would be impacted and dispositioned in the Right of Way Data Sheet.

4. Potholing of existing underground utilities would be completed in final design; therefore, no utility potholing is included in this scope of work.

Project Management Assumptions:

1. One Project Development Team (PDT) meeting and one Trend Meeting between each of the PDT meetings are anticipated for each of 27 months of service. Half of the Trend Meetings will be face-to-face meetings at SANABG and half will be via conference call.

2. Support technical focused meetings will be provided. Technical focus meetings are assumed to occur once every other month, for a total of up to 14 meetings.

3. No specific Public Outreach effort is included in this scope of work. The project is considered to be non-controversial with minimal, if any, organized public opposition. Project newsletters, websites, informational meetings and other collateral materials are not anticipated to be necessary for this project.

4. PROJECT SCHEDULE

The project duration is assumed to be 27 months to perform the PA&ED related activities. For the purpose of this draft schedule, it is assumed that the PA&ED phase start date (formal Notice To Proceed) will be April 18, 2012.

The draft schedule allows for one week of Caltrans screencheck review, four weeks of formal Caltrans review and one additional week for Caltrans to consolidate the reviewers' comments for each of the primary deliverable submittals.

5. DETAILED SCOPE OF WORK

This section provides an assessment of the work tasks required for preliminary engineering and environmental technical studies to complete the Project and illustrates an understanding of the relationship between the work task items and the role the individual tasks play with respect to achieving the projects goals, meeting SANBAG's expectations and the methodology proposed for accomplishing the work. The detailed Scope of Work uses the latest SANBAG Work Breakdown Structure (WBS) from the SANBAG internet website: www.sanbag.ca.gov.

2.100.10 PROJECT MANAGEMENT

2.100.10-1 COORDINATION AND MEETINGS

Project Development Team Meetings

Project Development Team (PDT) meetings will be scheduled and conducted with SANBAG, Caltrans and other project stakeholders, on a monthly basis for the duration of the project. For the purposes of this scope, it is assumed that no more than 27 PDT meetings will be held. Meeting agendas and notes will be prepared for the PDT meetings and materials to support PDT meeting discussions will be assembled for use at the meetings.

Trend Meetings

Trend meetings will be scheduled and led as needed to monitor, review and discuss progress made on the project and issues that require resolution. For the purposes of this scope, it is assumed that no more than 27 30 trend meetings will be held; half will be held at SANBAG as face-to-face meetings and half will be conducted via conference call.

Technical Meetings

Technical focus meetings will be scheduled and conducted as needed to resolve specific preliminary engineering and/or environmental coordination issues that may arise during project development. For the purposes of this scope, it is assumed that one technical focus meeting will be held every other month for a total of no more than 14 technical focus meetings. Effort for technical focus meetings is included in the preliminary engineering level of effort.

2.100.10-2 ADMINISTRATION

Project Management

This subtask includes coordinating staff and other resources to effectively manage and administer the project. This will ensure that the project objectives are being met by monitoring progress and taking corrective action, when necessary. An on-going liaison with the SANBAG Project Manager and other affected agencies will be maintained to promote

effective coordination during the course of project development. This subtask also includes the oversight and monitoring of subconsultant partners on the team. Some of the anticipated project management and administrative activities are listed below:

- Status of the project including reporting work results and updating project information.
- Communication and distribution of project records and information including responses to internal and external requests for information about the project.
- Executing change control, as required
- Subconsultant administration
- Assignment of staff
- Distribution of work among the team members

Monthly Invoice and Progress Report

Monthly invoices will be prepared and submitted to SANBAG throughout the duration of the project. The invoice will include the costs expended the previous month (labor hours and direct expenses) and a progress report highlighting key achievements from the reporting period and any problems/solutions that could impact the project.

Project Files

This subtask includes set up and maintenance of a project filing system to effectively manage the flow of information generated during the life of the project. The project files will be maintained in accordance with the Caltrans Uniform File System in hard copies and/or electronic formats.

2.100.10-2.5 Quality Assurance/Quality Control

This subtask includes quality assurance and quality control activities to ensure a quality set of PA&ED documents. These activities are generally global quality assurance efforts including necessary Independent Technical Reviews, Inter-Disciplinary/Coordination Reviews and Quality Assurance Auditing. Detailed quality control checking efforts are included in the various document production scope items and are not repeated here.

2.100.10-2.5.1 Independent Technical Reviews

Independent Technical Reviews are conducted for major submittals. The focus of these reviews is to consider the specific technical aspects of the studies within the various disciplines to make sure current practices and design guidance have been utilized in the development of the work products. Senior experts in their respective fields, who are not working on the day-to-day development of the preliminary engineering and environmental studies, will be assigned to conduct Independent Technical Reviews.

Inter-Disciplinary Reviews are primarily conducted at the major submittal milestones. These reviews are intended to ensure that the preliminary engineering and environmental studies from various disciplines are fully coordinated and that conflicts between the different elements of work are minimized. These reviews will be conducted by the Task Managers, by

reviewing each other's designs for consistency with one-another's work. This is also the Project Manager's opportunity to review the individual submittals prior to submittal to make sure that comments have been properly addressed, directives from SANBAG or Caltrans have been appropriately incorporated and that the submittal is ready for distribution to appropriate reviewers.

2.100.10-2.5.3 Quality Assurance Documentation and Reporting

This subtask includes efforts to document the quality control process in writing for verification and auditing purposes. For major submittals, the forms and checklists used throughout the checking and quality control processes will be reviewed for completeness. The quality control forms and checklists require multiple signatures and approvals to ensure all quality assurance steps have been taken. After the quality control documents have been checked, they can be bound in a record of the process and even included in the submittal, if desired by SANBAG. The level of effort is assumed to be no more than 2 hours per month.

2.100.10-3 INITIAL PROJECT CONTROLS

Project initiation activities will be performed in this subtask to set up the project and establish the project management and administrative controls to maintain the project scope, schedule and budget.

Project Execution Plan (PXP)

At the onset of this project, a Project Execution Plan will be prepared. This document meets the requirements for a project work plan and will be tailored to the specific needs and requirements of this project. The PXP includes information on contacts and communication protocols with respect to the project team and other stakeholders. The PXP includes sufficient information to serve as the Communication Management Plan (CMP); therefore, a stand-alone CMP is not anticipated to be developed for this project. The PXP will also include a blank form of the Caltrans Risk Management Matrix for use by the project team in tracking the various risks on the project and following through with actions and close-out mitigations. The Risk Management Matrix is the Risk Management Plan and a separate stand-alone written document is not anticipated to be necessary for the project.

Quality Assurance/Quality Control (QA/QC) Plan

A project-specific QA/QC Plan will be prepared and included in the PXP. The QA/QC Plan will comply with the SANBAG Quality Assurance procedures found on SANBAG's internet website: www.sanbag.ca.gov under Bids, RFPs and RFQs.

Target Schedule (PS&E)

A draft Target Schedule will be prepared that outlines the important tasks and their inter-relationships that are necessary to complete the PA&ED. This effort will expand on the approximately 27-month schedule developed during the proposal stage. The detailed project activities will be based on the tasks and major subtasks identified in this scope. The Target Schedule will be logical, complete and allow for SANBAG quality peer reviews as required by SANBAG's Quality Assurance procedures. After reviewing the Target Schedule with SANBAG and updating it as necessary, the Target Schedule will be reviewed and discussed with Caltrans to confirm that their staff will be able to meet the milestone obligations that are inherent in the schedule. If changes are necessary, they will be concurred with all parties and

a final Target Schedule will be produced and distributed. Progress Schedule updates are included under project management and progress reporting elsewhere in this scope of work.

2.160 PRELIMINARY ENGINEERING STUDIES AND PROJECT REPORT

2.160.05 REVIEW UPDATED PROJECT INFORMATION

2.160.05-1 ENCROACHMENT PERMIT APPLICATION (PA&ED)

An Encroachment Permit Application will be prepared for Caltrans in order to conduct anticipated field related work within the Caltrans right of way. This is anticipated to be a no fee permit from Caltrans and will cover field activities for roadway, traffic and structures engineers and environmental planners and scientists that need specific existing condition and/or survey information from the field. Separate Encroachment Permit Applications will be filed for field work related to land surveying activities.

2.160.05-2 REFERENCE MATERIALS

Reference materials will be researched and obtained from Caltrans, the County of San Bernardino, the San Bernardino County Flood Control District (SBCFCD), the Cities of Highland and Redlands and other jurisdictional agencies. Anticipated materials include freeway and local roadway as-built plans, existing right of way maps, assessor parcel maps/property data, drainage studies, the SR-210 Transportation Concept Report, record drawings and other pertinent information available for the project corridor and adjacent areas. Related previous studies will also be obtained and reviewed for use in the project studies. These will include the Project Study Report/Project Development Support prepared by Caltrans and environmental documentation prepared in conjunction with the original construction of this segment of SR-210 (formerly known as SR-30). The information will be reviewed and compiled and utilized in the preparation of various studies and submittal documents.

2.160.05-3 SITE VISITS AND FIELD REVIEWS

Site visits and field reviews will be conducted by the project team, as necessary, to investigate existing site conditions and to verify and confirm various field conditions that may assist the team in advancing the preparation of project studies, preliminary engineering and environmental studies. For the purposes of this scope of work it is assumed that up to 5 site visits will be conducted by various staff members.

2.160.05-4 UTILITY DATA

Owners and agencies having jurisdiction over existing utilities known or expected to occur within the project limits will be contacted to provide as-built drawings, index maps and/or record drawings of their facilities. These documents should show the locations and types of existing utilities that cross or lie within the existing freeway right of way. Of particular focus will be underground utilities that existing in local streets or within drainage channels that cross under the freeway where undercrossing structures are proposed to be widened. Where it appears that existing utility information is missing, either through field reviews or cross-referencing from other reference

documents, utility agencies and owners will be contacted again to obtain copies of the missing information. The existing utility information collected and reviewed in this task will be used in the preparation of the existing utility composite base mapping. Potholing of existing underground utilities is not anticipated to be necessary at this phase of the project (PA&ED). Similarly, field surveying of existing utilities, except to the extent identifiable from aerial mapping, will not be conducted in this phase of the project.

2.160.05-5 BASE MAPPING

The data collection activities identified in Task 2.160.05 will be combined with the aerial topographic mapping tasks to produce base maps from which project studies will be prepared. The base maps will be prepared in Microstation CAD format and will include pertinent elements from as-built drawings, right of way and assessor parcel maps and existing utilities. Depending upon the work product, the appropriate features will be shown on the base maps.

2.160.10 ENGINEERING STUDIES

This scope involves the technical engineering studies and preliminary design work required for the preparation of a Project Report, development and refinement of the viable project Build Alternative, selection of a preferred alternative and initiation of final design efforts. The engineering studies will also support and supplement the environmental technical studies and Environmental Document. The primary objective from an environmental standpoint will be to define the project footprint and the potential area of disturbance that project may have if implemented. The engineering studies performed and reports prepared will meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual and other pertinent Caltrans guidance.

2.160.10-1 TRAFFIC STUDIES

Traffic Forecasts/Modeling

Relevant travel-demand and travel forecast data will be collected and analyzed to generate traffic volume forecasts to be used in the traffic operational analysis. Both existing traffic count data and traffic model data will be used.

Existing mainline and ramp data (ADT, AM/PM peak hour volumes, directional splits, truck percentages, etc.) will be gathered from Caltrans. Existing AM and PM peak hour counts at the ramp terminal intersections will be collected, only where necessary. It is assumed that new 24-hour tube counts will be collected at the ramp locations, as well as new peak hour turning movement counts at ramp terminal intersections, again, only where necessary. This data will be utilized to document existing ADT, AM peak hour and PM peak hour conditions within the study area.

For future year traffic volume forecasts, traffic model projections will be obtained through SANBAG from the SBTAM Traffic Demand Model. This effort will be coordinated closely with SANBAG staff to confirm that the design traffic model includes (or excludes) the appropriate land use and future year roadway network assumptions. It is assumed that only

one future year traffic forecast will be prepared to be used for both the future year Build and future year No Build scenarios.

Detailed traffic volume forecasts (Average Daily Traffic, AM peak hour and PM peak hour) for the study area will be prepared for use in the project studies. The assumed study area includes the SR-210 freeway mainline from Highland Avenue in the City of Highland to the I-10 freeway in the City of Redlands plus key freeway ramps within this area. Key freeway ramps include the interchange ramps for the Baseline Street and 5th Street interchanges. No other interchanges are affected by the proposed mixed flow lane addition; therefore, traffic volume counts and projections are not needed for this study. It is assumed that traffic forecasts from the SBTAM model will be provided by SANBAG for both opening year (2020) and horizon year (2040) scenarios.

A technical memorandum documenting the proposed study area, SBTAM model inputs/requests, forecasting methodology and model output results will be prepared. The technical memorandum will document the approved set of traffic forecasts.

Traffic Operational Analysis

The traffic analysis will be used to evaluate operations related to the proposed mixed flow lane additions and the auxiliary lane improvements.

A thorough reconnaissance and detailed review of existing traffic conditions will be performed within the project study area. This task includes, but is not limited to, field review, data collection efforts and review of any previous studies and analyses prepared by the Cities of Highland and Redlands, SANBAG and Caltrans. Such material will be consulted for existing traffic data and operating conditions, existing facility geometry and already established regional transportation models for vehicular traffic patterns.

A traffic operations analysis will be conducted to document the level of service that will be provided within the study area for the existing, opening year, future year Build and future year No Build scenarios. We will complete the following tasks as part of this effort:

Utilize the traffic analysis methodology developed previously, a traffic operations analysis for existing, opening year and future year scenarios will be conducted. Levels of service will be determined for existing conditions and future condition scenarios within the study area. The analysis will be conducted for existing conditions, opening year (2020) conditions and horizon year (2040) conditions. The opening year and horizon year analyses will be conducted for two scenarios, Build and No Build. The analyses will be conducted using Highway Capacity Manual Methodology (HCS+) for freeways and weaving sections, as required.

A technical memorandum will be prepared that documents the traffic operations analysis. Based on the analysis described above, input will be provided to various engineering and environmental tasks and reports, including the Value Analysis, Project Report and Fact Sheets, as applicable.

Traffic Mini-Study at SR-210/I-10 Interchange

A cursory traffic analysis at the SR-210/I-10 freeway-to-freeway interchange will be conducted. The SCAG travel demand traffic volumes from the PSR/PDS will be used in this early study. The objective of the Traffic Mini-Study will be to determine whether any issues within the SR-210/I-10 interchange area are expected and if so, what if any mitigation may be needed to address those impacts. The Traffic Mini-Study will focus on the affect of the mixed flow lane addition on operations at the freeway-to-freeway interchange versus the No Build conditions. It is anticipated that the Traffic Mini-Study will conclude that the mixed flow lanes can be implemented without causing significant impacts to the I-10 junction when compared to the baseline (No Build) future conditions. A separate report is not anticipated to be prepared for the Traffic Mini-Study. If necessary, pertinent elements of the Traffic Mini-Study could be included in the traffic operations analysis memorandum for the entire project.

2.160.10-2 HYDRAULICS/HYDROLOGY STUDIES

Preliminary drainage information will be developed for identifying potential impacts and for cost estimating purposes. A Preliminary Drainage Report, Storm Water Data Report (SWDR) and Scour Studies for each channel crossing of the freeway (Sand Creek, City Creek, Plunge Creek and the Santa Ana River).

2.160.10-2.1 Preliminary Drainage Report

Existing drainage reports for the onsite and cross culvert freeway facilities will be obtained from Caltrans District 8. Drainage reports for major offsite drainage systems that cross or closely parallel the freeway and may be impacted by the project will be obtained from local agencies such as the San Bernardino County Flood Control District (SBCFCD) and the Cities of Highland, Redlands and San Bernardino, as applicable.

A Preliminary Drainage Report will be developed that includes pertinent hydrology and/or hydraulic data from available sources, assumptions, preliminary calculations and conclusions for major offsite and onsite storm drain systems. The Preliminary Drainage Report will include a concept drainage plan and concept BMP plan for the purposes of identifying environmental impacts and estimating construction costs for drainage improvements. The Preliminary Drainage Report will focus on major drainage features that affect the project and not on standard freeway drainage systems and typical conditions that can be estimated with percentages from historical data. The Preliminary Drainage Report will follow the outline and guidance provided in Caltrans District 8's Memorandum, "District 8 Drainage Report Submittal Guidance, Preliminary Drainage Reports", dated July 1, 2010.

2.160.10-2.2 Storm Water Data Report

The Storm Water Data Report (SWDR) prepared for the PSR/PDS phase of the project will be obtained and reviewed. The previously prepared SWDR will be updated to reflect the revised project definition (reduced project limits and mixed flow lane widening in the median only without HOV lane widening that would result in outside widening). Potential adverse impacts on water quality, particularly those related to the natural water crossings such as City Creek and the Santa Ana River will be reviewed. The SWDR will provide an assessment of alternative permanent treatment Best Management Practices (BMPs) to be considered for implementation as part of the project to minimize impacts to water quality. The SWDR for

the PA&ED phase of the project will follow the Caltrans SWDR template available at the initiation of the PA&ED studies.

2.160.10-2.3 Preliminary Scour Studies

Peak flow rates and previous hydrology and hydraulics reports for channels that cross the SR-210 freeway (Sand Creek, City Creek, Plunge Creek and the Santa Ana River) will be obtained from the San Bernardino County Flood Control District (SBCFCD). The existing hydraulic models (HEC-RAS) for these channels will be obtained from SBCFCD for use in the project studies. Development of new HEC-RAS hydraulic models is not included in this scope of work. The HEC-RAS models will be revised to reflect existing and proposed bridge geometry, particularly the proposed column, abutment and foundation configurations at each bridge widening.

The updated HEC-RAS model will be used along with soil grain size information from reference geotechnical reports and as-built Log of Test Boring Sheets and the proposed bridge geometry to determine bridge foundation scour. The preliminary analyses will estimate the potential scour depths at the piers and abutments of the bridges. Scour mitigation and potential alternative countermeasures will be proposed. The type of mitigation, size of material (such as rip rap) and the approximate spatial dimensions of the mitigation will be estimated to minimize the effects of scour. The primary objective of the analyses will be to establish the potential disturbance limits of any surficial mitigation that may be needed for the project as it relates to limits of environmental impacts in the sensitive channel crossing areas.

2.160.10-3 RIGHT OF WAY DATA SHEETS

2.160.10-3.1 Right of Way Data Sheet

Impacts on existing right of way due to implementation of the proposed project will be estimated using a combination of geometric concepts, grading assumptions and engineering judgment. It is anticipated that all of the proposed improvements can be constructed within existing public rights of way and that no new right of way (fee acquisitions) will be required for this median widening project. Areas of potential temporary construction easements (TCEs) may be identifiable at this stage and they will be depicted graphically on the geometric exhibits to the extent known.

A Right of Way Data Sheet will be prepared for the Build Alternative as required by Caltrans. No relocations are anticipated for the project. Preparation of the Right of Way Data Sheet includes performing a review of the proposed right of way requirements and alternatives and preparing individual parcel estimates for parcels identified by the project team, if any.

Right of way utility estimates will be prepared based on the impacts created by the alternatives. Up to 6 existing utilities are anticipated to be impacted by the proposed median widening improvements. From these estimates, Right of Way Data Sheets will be developed to summarize right of way activities in the standard Caltrans Right of Way Data Sheet format.

2.160.10-3.2 Temporary Rights of Entry

Temporary Rights of Entry (TROEs) will be obtained from private landowners for the purpose of entering properties to perform field surveys for biological resources, cultural resources, archaeological resources, paleontological resources and geotechnical purposes. The TROEs will inform the property owners of the purpose and impact of such entry, along with the approximate time range of the entry and advise them of a contact person with any concerns that arise from the entry. TROEs will utilize a standardized format from SANBAG tailored to the SR-210 Lane Addition project. No more than 50 TROEs are anticipated to be necessary for the project.

2.160.10-4 PRELIMINARY GEOTECHNICAL INFORMATION

Preliminary geotechnical information will be developed for use in estimating construction costs of the project. A Preliminary Materials Report and a Pavement Life Cycle Cost Analysis will be prepared to the support the preliminary engineering and environmental studies.

2.160.10-4.1 Preliminary Materials Report

A Preliminary Materials Report (PMR) will be prepared to provide preliminary recommendations for pavement structural sections and earthwork recommendations. Results of this assessment will be used as the basis for estimating project construction costs.

The PMR will be prepared in accordance with Caltrans Highway Design Manual (HDM) Topic 114 and Caltrans CTM 130. The PMR will contain preliminary information on the following to the extent that existing data is available:

- Regional Geology and Climatic Conditions
- Subsurface and Groundwater Conditions
- Embankments
- Fill and Cut Slope Stability
- Pavement Structural Section Recommendations
- Culverts and Other Drainage Materials
- Corrosion Information

The PMR will be based on existing data including knowledge of the geology in the area, geotechnical data, previous materials reports and as-built plans. The local Caltrans Materials Branch will be consulted to review files for existing reports and plans. A summary of this data and information will form the basis for preliminary recommendations for R values and pavement structural sections. This information will be presented in the PMR.

2.160.10-4.2 Pavement Life Cycle Cost Analysis

A Pavement Life Cycle Cost Analysis (LCCA) will be performed to identify preliminarily the most cost effective pavement structural sections to be considered for the project. The mainline pavement structural sections for the new mixed flow lanes in the median and the auxiliary lanes between Baseline Street and 5th Street and the southbound acceleration lane

from 5th Street will be studied. Ramps and local street pavement sections are not anticipated to the affected by the proposed improvements and therefore will not be studied in the LCCA.

2.160.10-4.3 Structure Preliminary Geotechnical Reports

A Structure Preliminary Geotechnical Report (SPGR) will be prepared for each bridge in accordance with Caltrans "Foundation Report Preparation for Bridge Foundations" (Caltrans 2009). The scope of the SPGR includes a site reconnaissance, literature review, review of as-built plans, review of log of test boring sheets, evaluation of subsurface soil and ground water conditions, evaluation of seismic hazards including developing an ARS curve, preliminary evaluation of liquefaction potential, evaluation of feasible foundation types, preliminary foundation capacities and construction issues. Key geotechnical issues will be identified and recommendations will be made for future geotechnical investigations that are expected to be necessary for final design. Since no field geotechnical sampling is included in this PA&ED phase of the project, recommendations and data will be obtained from available existing resources.

2.160.10-5 VALUE ANALYSIS

A Value Analysis (VA) Study will be done for the project per Caltrans and FHWA guidelines. The VA Study will comply with the National Highway System value engineering mandate and will follow the Caltrans VA methodology as outlined in Chapter 19 of the Caltrans Project Development Procedures Manual and detailed in the latest Caltrans VA Team Guide and VA Report Guide. The VA Study will generally include the identification of the VA Team, conducting the analysis and preparing the draft and final VA Report.

2.160.10-5.1 Pre-Study Activities

A list of VA Study participants will be developed in consultation with Caltrans, SANBAG and the consultant team. The technical VA Team members will be assigned by Caltrans from various discipline units within Caltrans. Other participants may include representatives from the engineering and environmental consultant teams and key outside project stakeholders such as local transportation agencies, local government and permitting agencies. It is anticipated that the consultant Project Manager and two Task Leaders (Environmental Lead and Roadway Lead) will attend a portion of the first day of the VA Study to provide an overview of the project. These same consultant team members will also attend the VA Implementation Meeting at the conclusion of the VA Study to receive and discuss the results of the VA Team. A pre-study meeting will be scheduled prior to the start of the VA Study. At the pre-study meeting, a draft VA Study Charter will be developed in accordance with Attachments A, B and C of the Caltrans Team Guide. The pre-study meeting will also identify applicable data, correspondence and other relevant information necessary for the VA Study. Assignments will be made for collection, development and distribution of the necessary information.

2.160.10-5.2 VA Study

The VA Study will be led by a qualified, independent Certified Value Specialist (CVS) Team Leader. A conference room will be provided by Caltrans at the District 8 offices. The VA Study will identify and evaluate alternative project solutions and provide recommendations

to decision-makers. The study will be six days in accordance with the guidelines established by Caltrans. A Preliminary VA Report will be prepared by the VA Team with input and review from the VA Team and technical reviewers in accordance with the Caltrans VA Report Guide, Third Edition. A distribution list will be developed in consultation with the SANBAG and URS Project Managers. The Preliminary VA Report will be distributed as an electronic copy following the Initial VA Presentation. Copies are anticipated to be distributed to SANBAG, the Caltrans District Value Analysis Coordinator and URS for further distribution, as necessary.

After review of the Preliminary VA Report, responses to the project stakeholders' comments will be coordinated. The VA Report will be updated for the Implementation Meeting to resolve the dispositions of the VA Alternatives. The VA Study reportables will be finalized including all cost, performance and value indices.

2.160.10-5.3 VA Implementation Meeting

A VA Implementation Meeting will be scheduled to review the results of the VA Report. VA Alternatives will be resolved at the VA Implementation Meeting. Any VA alternatives not resolved at the VA Implementation Meeting will be addressed in an Implementation Action Memo, which will identify the alternatives not resolved and the work needed to be completed in order to develop final dispositions of the VA Alternatives, who is responsible for the actions and when they are due. The VA Team Leader will follow up with the SANBAG and URS Project Managers and other responsible parties to resolve open items. Once all items have been resolved, the Final VA Report will be completed. The Preliminary and Final VA Reports will be distributed to SANBAG, URS and the Caltrans Headquarters VA Program Manager via electronic copies for reporting purposes.

2.160.10-6 STRUCTURES ADVANCE PLANNING STUDIES

Preliminary structures designs for the purpose of establishing reliable cost estimates and evaluating potential environmental impacts will be developed for the bridges impacted by the proposed mixed flow lane widening. Advance Planning Studies (APS) will be prepared in accordance with Caltrans' current guidelines for APS documents. Existing data that could influence the design of the widened structures will be collected and reviewed for each bridge structure. This includes hydrologic information, site seismicity, geotechnical information and reports and right of way information. The APS documents will include an engineering study, development of a Structure General Plan, an itemized construction cost estimate, an APS Design Memorandum and an APS Checklist. The APS reports will be prepared for the following bridges:

- Highland Avenue Undercrossing (Widen)
- San Creek Bridge (Widen)
- Victoria Avenue Undercrossing (Widen)
- City Creek Bridge (Widen)
- 5th Street Undercrossing (Widen)
- Plunge Creek Bridge (Widen)
- Access Road Undercrossing (Widen)
- Santa Ana River Bridge (Widen)

- Pioneer Avenue Undercrossing (Widen)

Widening of the identified bridges is anticipated to be inside widening, in the existing median area, individually for the right and left bridge structures. In addition, the left bridge at City Creek will require outside widening to accommodate the auxiliary lane between 5th Street and Baseline Street. It is assumed that the right bridge at Plunge Creek will not require outside widening to accommodate the proposed acceleration lane from the 5th Street entrance ramp. It is also assumed that the San Bernardino Avenue undercrossing will not require any widening as a result of the currently anticipated mixed flow lane addition project, because the lane addition improvements are expected to end north of San Bernardino Avenue.

2.160.10-7 PRELIMINARY TRANSPORTATION MANAGEMENT PLAN

A Transportation Management Plan (TMP) Data Sheet will be prepared in support of the Project Report. The anticipated TMP strategies will be identified in the checklist and their respective costs estimated for input into the overall construction cost estimates for the project. It is not anticipated that major freeway mainline closures will be required for this project; however, short-term, nighttime freeway closures may be necessary to implement false work and/or certain traffic handling elements such as k-rail placement. Therefore, the feasibility of short-term detours utilizing local surface streets will be assessed. Potential detours will be discussed with stakeholders adjacent to the corridor, especially the Cities of Highland and Redlands. Preparation of preliminary Traffic Handling Plans should not be needed during this PA&ED phase of project development and they are not included in this scope of work. The primary objective of the TMP Data Sheet and supporting analyses is to estimate the costs of transportation management and to identify any environmental impacts that project sequencing/construction staging may have on the traveling public or adjacent land uses.

2.160.10-8 CONCEPT ALTERNATIVE GEOMETRICS

This task includes efforts required to develop alternative geometric concepts that address the need and purpose of the project. Conceptual geometrics include layouts and typical cross sections. Because this is a median widening project, the improvements will consist of widening the existing freeway at the same vertical profile as exists today; therefore, profiles and superelevation diagrams will not be necessary to define the project footprint and are not included in this scope of work. Existing, or if necessary, proposed nonstandard design features will be identified as part of this task.

2.160.10-8.1 Concept Geometric Layouts and Typical Cross Sections

Concept geometric layouts will be prepared on the base mapping to address the needs of the project. It is anticipated that concept layouts will include the addition of one new mixed flow lane in the median of the existing freeway. The northern and southern transitions will be developed to the extent necessary to establish the project footprint and impacts. Also, geometrics of the transitions will be advanced to the point where compliance with the Caltrans Highway Design Manual (HDM) can be confirmed or exceptions noted. In the areas of auxiliary lanes (between Baseline Street and 5th Street) and for the potential addition of an acceleration lane for the southbound 5th Street on-ramp, geometrics will be developed to identify the impacts of these operational improvements. Again, since these are widenings,

it will not be necessary to develop profiles or superelevation designs for these areas since they will necessarily follow the existing profiles and superelevation of the existing mainline and ramps. This level of effort assumes that only one Build Alternative will be developed for the project.

2.160.10-8.2 Mandatory and Advisory Design Exception Fact Sheets

In association with the development of concept geometrics for the project, nonstandard design features (existing and proposed) will be identified. This will required a review of the existing design elements that are not proposed for improvement by the proposed project. Research of as-built drawings and an assessment of the existing mapping will be used to determine areas of existing nonstandard design features. It is not anticipated that new nonstandard design features will be necessary for the project as currently proposed. It is anticipated that up to two Mandatory Design Exceptions (interchange spacing and one other feature) and up to three Advisory Design Exceptions will be needed for the project. Two additional nonstandard design features are included for unknown design elements that may be discovered during project development.

2.160.10-9 PRELIMINARY COST ESTIMATES

Preliminary construction cost estimates will be prepared for the Build Alternative. Major elements of work will be estimated based upon the preliminary engineering drawings produced. Minor work elements will be estimated with percentages where appropriate and through engineering judgment. The cost estimate will be produced using Caltrans' "6-page Preliminary Engineering Cost Estimate" template. Costs will be segregated by trade such as earthwork, pavement, drainage, traffic, structures, right of way and utilities. Also, support costs for final design, right of way acquisition (if any) and construction management will be estimated based upon reasonable industry percentages.

2.160.15 DRAFT PROJECT REPORT

A Draft Project Report (DPR) following Caltrans' report template and format will be prepared. The DPR shall be prepared by or under the supervision of a registered Civil Engineer in the State of California. The consideration of nonstandard features will be closely coordinated with the SANBAG Project Manager and designee to confirm acceptability by SANBAG.

The anticipated applicability of the various Project Report sections from the Caltrans "Outline for Project Reports" are highlighted in the following:

- Introduction - [Included]
- Recommendation - [DPR recommends circulation only]
- Background - [Includes Project History (PSR/PDS) and Existing Facility, Community Interaction is anticipated to be minimal]
- Need and Purpose - [Includes Deficiencies, Regional and System Planning and an analysis of the Traffic Forecasting and Operational Problems]
- Alternatives - [One Build Alternative with Engineering Features, Nonstandard Design Features, Utility Involvement, Erosion Control, Noise Barriers, Roadway Rehabilitation and

Upgrading, Structure Rehabilitation and Upgrading, Cost Estimates and Right of Way Data] [The following topics are not anticipated to be relevant to the project as currently envisioned: Interim Features, HOV Facilities, Ramp Metering, CHP Enforcement Areas, Park and Ride Facilities, Railroad Involvement, Highway Planting and Nonmotorized and Pedestrian Facilities since these topics would not be pertinent for a mixed flow lane addition project implemented through median widening] [Other Rejected Alternatives are not anticipated due to the explicit nature of the project's current definition]

- Considerations Requiring Discussion - [Includes Hazardous Waste, Value Analysis, Resource Conservation, Right of Way Issues (minimal), Environmental Issues (highlights from the DED), Air Quality Conformity, Title VI Considerations and Noise Abatement Decision (summary tables for the NADR)]
- Other Considerations - [Recommend Opportunity for a Public Hearing, Route Matters, Permit Requirements, Cooperative Agreements, Other Agreements, Preliminary TMP, Stage Construction, Accommodation of Oversized Loads and Graffiti Control]
- Programming - [Included]
- Reviews - [Included, as appropriate]
- Project Personnel - [Included]
- Attachments - [Signed DED, Location Map, Concept Improvement Maps, Typical Sections, DPR Cost Estimate, Right of Way Data Sheet and Structure Advance Planning Studies]

The DPR will be prepared and submitted to SANBAG for an initial review. SANBAG's comments will be addresses and a revised 1st Draft DPR will be produced and submitted to Caltrans. After Caltrans' review, comments will be dispositioned and a 2nd Draft DPR will be prepared and submitted for approval by Caltrans. If additional comments are received on the 2nd Draft DPR, a Comment Resolution Meeting will be scheduled with Caltrans to develop mutually acceptable responses and document revisions. The 3rd Draft DPR will then be produced and submitted to Caltrans for signature approval.

2.160.20 Engineering and Land Net Surveys

For the purposes of aerial topographic surveys, the project limits cover the SR-210 corridor from approximately 300 feet north of Highland Avenue (northern terminus) to approximately 300 feet north of San Bernardino Avenue (southern terminus). In addition to the specific project limits defined by the join locations of the proposed mixed flow lanes, it is proposed to map an additional area to the north extending to approximately 1500 feet north of Sterling Avenue and an additional area extending approximately one mile south to the I-10 freeway and extending along I-10 one half mile east and one half mile west of the SR-210/I-10 interchange. In addition, the water channel crossings or Sand Creek, City Creek, Plunge Creek and the Santa Ana River will be mapped 2,000 feet upstream and downstream from the freeway. Aerial topographic mapping and right of way base mapping will be provided for the project. All mapping will be compiled in conformance with existing Caltrans mapping standards. All mapping deliverables will be provided in Microstation V8 seed.

2.160.20-1 Survey Control

Adequate cadastral monuments will be located in the project area to establish record centerline and right of way for SR-210. Survey crews will set aerial photogrammetric and profile targets in conformance with the aerial flight plan. All targets will be painted using nontoxic, water-soluble paint. Where possible, these targets will be centered on existing cadastral monuments. Where no such monument is found, the surveyors will set a semi-permanent monument to define the center of the target. All surveying and mapping for this project will be completed in English units of measurement. Horizontal datum for this mapping will be the North American Datum of 1983 (NAD83). Vertical datum will be the North American Vertical Datum of 1988 (NAVD88).

2.160.20-2 PHOTOGRAMMETRIC MAPPING

Color aerial photography will be obtained of the proposed site at a nominal photo scale of 1"=300' (1:3,600), which will be used to generate a 1" = 50' mapping with 2 foot contour intervals and covering at a minimum 500' each side of the freeway centerline. The three step "ABC Process" of project survey submittals and approvals consisting of flight and control layout, AT adjustment and photo index and ultimately the final DGN files will be implemented during the course of this project. As a part of this delivery a Digital Ortho Photo will be produced and delivered.

2.160.20-3 RIGHT OF WAY BASE MAP

Major cadastral monuments will be field located in the project area to establish centerline and right of way for SR-210 from record and available information obtained from SANBAG, Caltrans District 8, City of Highland, City of Redlands, City of San Bernardino and the County of San Bernardino.

2.160.45 GADS, BASE MAPS AND PLAN SHEETS FOR PA&ED DEVELOPMENT

Base maps and geometric approval drawings (GADs) for the preferred Build alternative will be prepared near the conclusion of the PA&ED study phase. GADs will include horizontal and vertical alignments and typical cross sections. Preparation of the GADs will be performed in close coordination with Caltrans Design staff and will build upon the concept geometric designs prepared earlier. The GADs will be prepared in accordance with Caltrans District 8 GAD Guidance.

2.165 ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT

2.165.05 PUBLIC AND AGENCY SCOPING

Formal scoping is not required by the project as currently defined. Therefore, a Notice of Preparation will not need to be prepared or circulated. Formal Agency and Public Scoping Meetings are not included in this scope of work.

2.165.10 General Environmental Studies

General environmental studies will be performed to support the evaluation of the project Build Alternative and, if necessary, to support the environmental determination made under CEQA, NEPA and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report will be performed in consultation with the SANBAG Project Manager or designee. All environmental studies performed and reports prepared will meet Caltrans requirements according to the Standard Environmental Reference site (SER) and other pertinent Caltrans guidance.

Environmental technical studies will be consistent with meeting the requirements of CEQA and NEPA, as well as those of related environmental statutes and regulations. The technical studies will be prepared to cover both related statutory documentation requirements and to support preparation of a joint NEPA/CEQA document required for project approval.

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

Unless otherwise noted, the deliverables for the environmental technical studies will be separately bound reports including a standardized project description, a methodology relevant to each topic area, description of the affected environment, impact assessment and mitigation measures. The screencheck technical study will be submitted to SANBAG (two copies) for review. After SANBAG's review and incorporation of relevant comments, the document will be submitted to Caltrans (four copies) for review. Following Caltrans' review, a Draft of each technical study will be submitted to SANBAG (two copies) and to Caltrans (four copies) for concurrent review. Following Caltrans' and SANBAG's second review, it is assumed that a revisions workshop will be held to address any outstanding comments, if any comments remain. Following the revisions workshop a final version of each report will be prepared. The final technical studies (two copies to SANBAG and four copies to Caltrans) will be submitted following the workshop for final concurrence (no additional comments are assumed to be received associated with the final concurrence review).

A specific scope of work has been included for each environmental technical study that is anticipated to be necessary for the project based on a review of existing project information. Six copies of each environmental technical study is anticipated to be delivered for each submittal.

2.165.10-1 Community Impact Analysis – Land Use & Growth Studies

A standalone, formal Community Impact Assessment should not be necessary for the project as currently defined. The inside median widening and proposed auxiliary lanes will all be implemented within existing State right of way. Thus, there will be little, to no, direct physical impact on the community due to implementation of the project. Residential and business relocations will not be

necessary; therefore, a Relocation Impact Study is not required. The absence of these impacts will be discussed within the text of the Environmental Document, but an environmental technical study is not anticipated to be produced.

2.165.10-2 VISUAL IMPACT ANALYSIS

A Visual Impact Assessment (VIA) will be prepared to assess the visual impacts of the project. The VIA will be prepared based on FHWA's *Visual Impact Assessment for Highway Projects*. Up to four visual simulations are anticipated for this project. This task may include coordination with local agencies, citizens groups and business groups related to community design and scenic issues. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SANBAG Project Manager or designee.

2.165.10-3 NOISE STUDY

Noise studies will be performed to assess potential noise impacts to adjacent sensitive receptors. This work includes identification of sensitive receptors, collection of pertinent noise data and other relevant information such as local noise ordinance requirements; perform noise modeling and preparation of a Noise Study Report. It is estimated that sound-level data will be collected at up to 20 selected locations. In addition, continuous 24-hour noise monitoring will be conducted at up to 4 locations in the project area, if secure measurement locations can be identified. If there are no sensitive receivers that could be affected by traffic related noise as part of the project, a brief noise technical memorandum will be prepared that will be referenced in the Environmental Document.

2.165.10-4 NOISE ABATEMENT DECISION REPORT

After completion of the Noise Study Report, an analysis to determine the reasonableness and feasibility of proposed sound walls will be performed. The analysis will consider the noise reduction of each feasible wall, the cost and other environmental factors when determining if implementation the wall is reasonable. The Noise Abatement Decision Report (NADR) will be completed in accordance with the Caltrans SER guidelines.

2.165.10-5 AIR QUALITY STUDY

Air quality studies will be performed to assess potential air quality impacts. This task includes identification of sensitive receptors, collection of pertinent air quality data, performance of micro-scale modeling (if required) to predict future pollutant concentrations with the No Build and Build alternatives, verification of Federal Clean Air Act conformity status of the project, coordination with regional and air quality agencies to obtain concurrence in the conformity status of the project and preparation of an Air Quality Study Report. An Air Quality Conformity Report will also be prepared for approval by Caltrans and the Federal Highway Administration.

2.165.10-5.1 Regulatory Setting and Existing Conditions

Summarize the existing federal, state, and local air quality regulatory environment as it affects the proposed project, and describe the location of sensitive receptors in the project vicinity. Using data provided by the California Air Resources Board (CARB) and the South Coast Air Quality Management District (SCAQMD), characterize existing air quality

conditions in the project area and explain how those conditions are affected by local climate and topography.

2.165.10-5.2 Evaluation of Construction Emissions

Until recently, District 8 procedure has included providing a qualitative discussion related to construction emissions. Based on new District requirements, it is assumed that a quantitative construction analysis will be performed to evaluate regional and localized mass emissions. Based on preliminary construction scheduling and phasing information, construction emissions will be quantified using the Road Construction Emissions Model.

2.165.10-5.3 Evaluation of Operations-Period Mass Emissions

Evaluate whether the project meets transportation conformity requirements by determining whether it is included, as currently defined, in the most recent Regional Transportation Plan (RTP) and Federal Transportation Improvement Program (FTIP) prepared by the Southern California Association of Governments (SCAG). Regional criteria pollutant emissions will be quantified using project-level VMT and the Caltrans CT-EMFAC emissions inventory model. Project-related criteria pollutant emissions will be compared to SCAQMD significance thresholds to determine significance under CEQA.

2.165.10-5.4 Localized Carbon Monoxide Hot Spot Analysis

Analyze the degree to which project-related traffic volumes have a potential to effect local carbon monoxide (CO) concentrations using the California Department of Transportation CO Hotspot Protocol. It is anticipated that the CO screening procedure will be appropriate and that CALINE-4 dispersion modeling will not be required.

2.165.10-5.5 Localized $PM_{2.5}/PM_{10}$ Hot Spot Analysis

Analyze the degree to which project-related traffic volumes have a potential to affect local $PM_{2.5}$ and PM_{10} concentrations. Based on a review of the proposed project, this project has potential to be categorized as a Project of Air Quality Concern (POAQC) as defined by EPA and FHWA. As such, it is assumed that a quantitative analysis that evaluates mobile-source and re-entrained dust emissions will be required by Caltrans to address $PM_{2.5}$ and PM_{10}.

2.165.10-5.6 Mobile Source Air Toxics

Evaluate proposed project-related mobile source air toxics (MSATs) emissions in accordance with FHWA interim guidance on how MSATs should be addressed in NEPA documents. Extensive quantitative analyses will be required to address MSATs.

2.165.10-5.7 Climate Change/Greenhouse Gas Emissions

A quantification of operational-period greenhouse gas (GHG) emissions associated with implementation of the proposed project will be conducted. Consistent with current Caltrans policy, construction-period GHG emissions will not be quantified. Operations-period GHG emissions will be quantified using regional daily peak-period and non-peak-period vehicle miles traveled (VMT) apportioned into 5 mph speed bins for speeds between 5 mph and 75 mph; and the CT-EMFAC emissions model. A comparison of GHG emissions will be presented associated with the Build Alternative versus the No Build Alternative to

characterize effects of the proposed project on GHG emissions. The analysis of climate change will also incorporate the most recent guidance found on the Caltrans SER and Caltrans annotated outline.

2.165.10-5.8 Air Quality Conformity Analysis Report and Checklist

Under NEPA delegation, the federal air quality conformity determination has not been delegated to Caltrans and must be made by FHWA. A separate Air Quality Conformity Analysis will be prepared using the annotated outline for this report on the Caltrans SER at the time that the report is initiated and the Conformity Checklist will also be prepared based on the checklist that is available on the Caltrans SER at the time that the Air Quality Conformity Analysis Report is prepared.

2.165.10-5.9 SCAG Transportation Conformity Working Group (TCWG)

The required PM Conformity documentation will be completed and submitted to Caltrans for forwarding to SCAG for inclusion on the agenda for determining if the PM conformity analysis is sufficient for NEPA circulation. It is assumed the PM conformity analysis will be found to be sufficient and that no additional analysis will be required related to the TCWG determination.

2.165.10-5.10 Mitigation Measures

Mitigation measures will be identified, where applicable, to address significant air quality impacts, if present.

2.165.10-6 PALEONTOLOGY STUDY

A paleontology study will be performed to identify and evaluate potential impacts to paleontological resources in the project area. This task will include an assessment of the project area's potential to contain significant paleontological resources through literature searches of paleontological resources centers in the region and if necessary, consultation with paleontologists with expertise in the region. It is assumed that a combined Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER), will be required for the proposed project. Preparation of a Paleontological Mitigation Plan, if necessary, would be prepared by others during final design and is not included in this scope of work.

2.165.10-7 HAZARDOUS WASTE INITIAL SITE ASSESSMENT

The purpose of the Initial Site Assessment (ISA) will be to review past and present land use practices, current site operations and conditions, and nearby offsite (outside the State right of way) land uses to evaluate the potential for environmental impairment within the project limits. If, based upon this preliminary data review, a potential for environmental impairment or contamination is identified, further investigations may be recommended to evaluate whether subsurface contamination may exist at the locations identified (Phase II Preliminary Site Investigations). Efforts associated with such further investigations are not included in this scope of work.

The historical sources review will require a search of the property to go as far back in history as it can be shown that the property contained structures or was first used for residential, agricultural,

commercial, industrial or governmental purposes. If any substantial data gaps are identified within the project limits, they will be documented and their significance will be reported.

The hazardous waste assessment will be performed to identify and evaluate the potential for Recognized Environmental Conditions (REC) that occur in the project area. This task includes a literature search and review of historic information, interagency coordination with the appropriate agencies, field windshield/visual surveys and preparation of the Hazardous Waste Initial Site Assessment (ISA) Report.

2.165.10-9 Location Hydraulic Study and Floodplain Evaluation Report

Flood data, 100-year flows and previous hydrology and hydraulics reports for channels that cross the SR-210 freeway (Sand Creek, City Creek, Plunge Creek and the Santa Ana River) will be obtained from the San Bernardino County Flood Control District (SBCFCD) and possibly FEMA. Existing hydraulic models (HEC-RAS) for these channels will be obtained from SBCFCD for use in the project studies. Development of new HEC-RAS hydraulic models is not included in this scope of work. The HEC-RAS models will be revised to reflect channel geometric changes caused by the proposed widening of SR-210. The floodplain will be evaluated to determine if the widening of the bridges (extension of the existing pier walls along the flow of the channels and widening of the existing abutments) will affect the floodplain. If the floodplain is impacted, then a Location Hydraulic Study and Summary Floodplain Evaluation Report will be prepared.

The Location Hydraulic Studies for Sand Creek, City Creek, Plunge Creek and the Santa Ana River will be prepared in accordance with the Caltrans Standard Environmental Reference (SER) template for Location Hydraulic Studies (Highway Design Manual, Figure 904.7A). The Location Hydraulic Studies will include a review of the National Flood Insurance Program map, an evaluation and discussion of the practicability of alternatives, a discussion of environmental impacts for the viable alternatives and documentation of any consultation with the local, state and federal water resource and floodplain management agencies.

It is anticipated that the Location Hydraulic Studies will result in no encroachment and or minimal impact on their respective existing flood plains; therefore, Summary Floodplain Evaluation Reports in accordance with the Caltrans SER template for Summary Floodplain Evaluation Reports (Highway Design Manual, Figure 804.7B) will be prepared to document the negative floodplain findings.

2.165.15 Biological Studies

The Project's study area spans approximately 6.5 miles extending from the SR-210/I-10 interchange north to Highland Avenue, with the Project's disturbance footprint (Project Footprint) not anticipated to exceed the Caltrans Right of Way. The study area includes the disturbance footprint plus a range of buffers extending out to a maximum of 500 feet from permanent impact areas. Buffers will depend on specific survey requirements. This scope of work was developed to disclose and evaluate common and special status species, and identify potential aquatic resources within study area boundaries. Special status species include any species that has been afforded protection by federal, state, or local resources agencies (e.g., U.S. Fish and Wildlife Service [USFWS],

California Department of Fish and Game [CDFG]) and/or resource conservation organizations (e.g., California Native Plant Society [CNPS]). The term "special-status species" excludes those avian species solely identified under Section 10 of the Migratory Bird Treaty Act (MBTA) for federal protection. Aquatic resources are defined as the potential limits of: U.S. Army Corps of Engineers (USACE) jurisdiction pursuant to Section 404 of the Clean Water Act (CWA); Regional Water Quality Control Board (RWQCB) legal authority in accordance with Section 401 of the CWA and as defined within Section 13050(e) (*et seq.*) of the California Water Code (CWC) via the Porter-Cologne Water Quality Control Act (Porter-Cologne); and CDFG jurisdiction pursuant to Section 1600 (*et seq.*) of the California Fish and Game Code (CFG Code)

The scope of work and level of effort estimate provided herein are based on judgment of the requirements and site-specific natural resource constraints known at the time of this proposal and takes into consideration various assumptions that are stated at the end of this document.

2.165.15-1 NATURAL ENVIRONMENT STUDY

A Natural Environment Study (NES) will be prepared in accordance with the Caltrans Environmental Handbook to document and evaluate habitats in the Project study area. Preparation of the NES includes the following subtasks:

2.165.15.1.1 Literature Review and Informal Agency Consultation

Prior to performing field surveys, an informal review of resource databases, local resource management plans, aerial photos, previously prepared environmental documents and any other readily available commercial data will be reviewed to determine the locations and types of biological resources that have the potential to exist in the study area and region. These resources include, but are not limited to, the National Wetland Inventory, California Department of Fish and Game (CDFG) Natural Diversity Database (CNDDB), CNPS Electronic Inventory of Rare and Endangered Vascular Plants of California and USFWS file data and species lists. The literature review will support the development of all written deliverables within this scope of work.

A list of potentially-occurring, federally-listed plant and wildlife species will be requested from the U.S. Fish and Wildlife Service (USFWS) prior to initiating field surveys. Project staff will informally correspond with the applicable regulatory agencies (e.g., USFWS and CDFG) early on, and as needed, to identify potential requirements, execution schedules, additional data reporting requirements, surveys and information required to implement the Project. Informal agency consultation will be performed only following consent from SANBAG. At present, the extent of focused surveys and discretionary permitting is not completely certain due to preliminary design specifications, agency requirements and specific avoidance/minimization/mitigation programs that have not yet been developed. As a result, the extent of field surveys, natural resource permitting and natural resource mitigation are in early stages of development.

2.165.15-1.2 General and Protocol Level Biological Surveys

A general pedestrian-based biological survey of the study area will be conducted to document and evaluate onsite habitat and determine the potential for occurrence of biological

resources. The field analysis and data collection will focus on identification and estimation of the approximate acreage of various vegetation and habitat communities, and the potential for occurrence of federally listed and state listed plant and wildlife species that would likely be affected by Project implementation.

Based on initial Project review, several threatened and endangered plant and wildlife species are expected to occur within the study area. Following literature review, state or federally threatened or endangered species, state fully protected species, state species of special concern or special status plant species will be identified that may occur in the study area, either seasonally or on a year-round basis. Appropriate focused surveys or protocol-level surveys will be conducted based on informal agency consultation to adequately document the presence, or probable absence, of these species and to address agency concerns and permitting requirements. Protocol surveys may include the following: burrowing owl, nesting raptors, San Bernardino kangaroo rat, coastal California gnatcatcher, least Bell's vireo, Santa Ana River woollystar, slender-horned spineflower and other special status plant species. Field surveys are not included for Los Angeles pocket mouse or southwestern willow flycatcher.

Protocol level wildlife surveys within the study area will be conducted in accordance with the published protocols from USFWS, CDFG and other responsible agencies, or as requested on a Project-specific basis from USFWS and CDFG. These protocols may include the following: least Bell's vireo will be conducted following USFWS protocol (USFWS 2001); surveys for the California gnatcatcher will follow USFWS protocol (USFWS 1997); burrowing owl surveys will follow the protocol methods established by the Burrowing Owl Consortium (1993). Surveys will be conducted by qualified biologists with appropriate survey permits. The methods and results of each protocol survey will be synthesized within the NES. Individual, stand-alone field survey reports will not be prepared for each protocol survey.

Focused plant surveys will be conducted to determine the presence or absence of state and/or federally-listed rare, threatened or endangered plant species. Focused plant surveys will coincide with the known flowering period of local special status plant species within the study area. Reference populations for targeted species will be visited before initiation of field surveys to objectively validate survey timing, confirm blooming periods and document local variations in flowering phenology. Focused plant surveys will follow established CDFG protocols (Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities. [CDFG 2009]). The methods and results of each protocol survey will be synthesized within the NES. Individual, stand-alone field survey reports will not be prepared for each protocol survey.

2.165.15-1.3 Natural Environment Study Report

Results of literature review, field studies and protocol-level surveys will be synthesized into a NES Report that will support the Project Environmental Document pursuant to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The NES will include, at minimum, Project background information; applicable local, state, and federal regulations; agency coordination; methods and results of general and focused

surveys; species lists; impacts on vegetation communities, non-listed plant and wildlife species, and listed wildlife species; avoidance, minimization, and mitigation measures developed for the Project; permitting requirements and a photolog of representative communities and features.

2.165.15-2 JURISDICTIONAL DELINEATION

Aquatic resources within the study area will be delineated utilizing the procedures and practices in the following publications and agency guidance documents: USACE Wetland Delineation Manual; USACE Interim regional supplement to the Wetland Delineation Manual, Arid West Region, Version 2.0; and USACE and Environmental Protection Agency's (EPA) Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in Rapanos v. United States & Carabell v. United States guidance document.

A pedestrian-based field survey of the study area will be conducted using sub-meter GPS accuracy to precisely delineate the boundaries of potential aquatic resources where access is feasible and permitted. The field survey results will be synthesized into a Jurisdictional Delineation Report, which will be suitable for submittal to the USACE, CDFG and the Regional Water Quality Control Board (RWQCB) for aquatic resource permitting. The report will identify the limits of wetlands, non-wetland waters of the U.S., waters of the State and other sensitive riparian areas within the study area boundaries. It will also include Project-specific details associated with vegetation communities, soils and hydrology of aquatic resources within the study area and will include a photolog of representative aquatic resources. The Jurisdictional Delineation Report will provide conclusions and recommendations for a permitting process strategy (i.e., whether to pursue an Approved or Preliminary Jurisdictional Determination; and whether the project qualifies for a Nationwide Permit), depending on the results of the delineation and SANBAG's permitting goals and strategy. The Jurisdictional Delineation Report will be appended to, and summarized within, the NES.

2.165.15-3 BIOLOGICAL ASSESSMENT AND FEDERAL ENDANGERED SPECIES ACT CONSULTATION

The Federal Endangered Species Act (FESA) and California Endangered Species Act (CESA) provides for the conservation of threatened or endangered species and their habitats from activities that would negatively impact populations. An initial review of the study area has resulted in a preliminary determination that the Project may affect threatened or endangered species; however, further consultation is necessary to obtain a final determination. It is anticipated there will be meetings and conference calls with USFWS personnel to address their concerns and recommendations prior to submittal of a Biological Assessment (BA).

A comprehensive BA will be prepared for the potential effects of the Project on federally threatened and endangered species. The BA will include results of focused and general surveys conducted within the Project study area, which will determine the likely presence or absence of special status species; and will also include an analysis of the likely effects of the Project on those species or habitats based on field surveys, relevant biological studies and literature reviews and input from species experts. The BA will also address any known, unrelated future non-Federal activities (i.e., cumulative effects) reasonably certain to occur within the surrounding area that are likely to affect special status species. The BA will assist the USFWS in determining whether the Project will have

no effect, may affect but not likely to adversely affect or is likely to adversely affect listed special status species and critical habitat.

To comply with the FESA Section 7 or Section 10 regulations, the following information will be prepared for submittal to the USFWS: a description of the action being considered; a description of the specific area that may be affected by the action; a description of any listed special status species or critical habitat that may be affected by the action; a description of the manner in which the action may affect any listed special status species or critical habitat; and an analysis of any cumulative effects. It is anticipated that the USACE may be the Federal Lead Agency for FESA Section 10 consultation on behalf of the Project for potential incidental "take" of federally-listed plant and animal species, provided there are impacts to USACE jurisdiction within the Santa Ana River, City Creek or Plunge Creek.

An initial scoping meeting will be scheduled with USFWS personnel and Project staff to informally introduce key project personnel and develop a thorough understanding of SANBAG's expectations for the pending consultation. SANBAG, USFWS and other stakeholders will work in an iterative fashion to refine the project impact area (temporary and permanent), modify the project description (if necessary or feasible), generate a comprehensive species list, define baseline species and habitat data, identify and evaluate potential direct and indirect adverse effects and create avoidance, minimization and compensation measures to offset project impacts. It is anticipated to work cooperatively with USFWS and SANBAG personnel to schedule and attend periodic meetings/conference calls to discuss progress, schedule and issues. Contact and relations will be maintained with the USFWS and SANBAG through the review process to address questions and develop strategic plans.

FESA Section 7 and Section 10 consultation obligates development of avoidance, minimization and compensation measures (e.g., education of employees, activity timing restrictions, monitoring and/or compensation) to offset for adverse project related impacts to special status species. The team will work with SANBAG, responsible agencies and stakeholders to develop Project-specific avoidance/minimization/mitigation measures that are practical, economically feasible and environmentally compliant. A detailed discussion and development of avoidance, minimization and mitigation measures that reduce the adverse effects of the project on special status species and designated critical habitat is obligatory to receive project approval.

2.165.20 Cultural Resources Studies

The proposed project improvements will be subject to compliance with Section 106 of the National Historic Preservation Act (NHPA). This requires consideration of potential project effects to historic properties including archaeological and historical resources listed in or eligible for listing in the National Register of Historic Places according to criteria listed in 36 CFR800. Caltrans administers Section 106 compliance on behalf of FHWA and requires that documentation conform to specifications contained in Caltrans SER. As of January 1, 2004, cultural resource studies must be prepared and processed in accordance with the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program In California.

A records search shall be conducted at the San Bernardino County Information Center of the California Historical Resources Information System. This records search will consult California's database of previous studies and previously recorded sites within the proposed project area and within a 0.5-mile radius, per Caltrans guidelines. Historic maps and photographs shall also be reviewed, if available. An Area of Potential Effect (APE) map will be established in consultation with SANBAG and Caltrans for obtaining Caltrans approval. The map will provide the survey boundaries for cultural resources to be evaluated during project studies. The APE map will be based on the total anticipated disturbance footprint associated with project activities (e.g., road widening/interchange construction, staging areas, drainage facilities and parcels containing impacted structures, if any). Also, the Native American Heritage Commission will be contacted for a review of the Sacred Lands File, and Native American groups will be consulted to request information regarding the types of potential cultural resources in the study area. Consultation will be conducted under the direction of Caltrans District 8 staff and appropriate and current state and federal regulations.

Following completion of the record search/review, a field survey of the APE will be conducted for archaeological resources. This scope of work assumes that no archaeological sites will be identified in the APE and that no testing and/or evaluation will be required. It is anticipated that an Archaeological Survey Report (ASR) (Finding of No Archaeological Resources Present) will be prepared.
Based on the current proposed improvements, it is assumed that the project APE will be limited to the existing Caltrans right of way and; therefore, that no Historical Resources Evaluation Report (HRER) will be required.

Following completion and approval of the APE and detailed ASR discussed above, a summary document (the HPSR) will be generated in accordance with Caltrans/FHWA standards for Section 106 compliance with the NHPA. It is anticipated that the proposed project will result in an HPSR with a finding that no properties requiring evaluation are present within the project's APE.

2.165.25 Environmental Document

2.165.25-1 Draft Environmental Document

As previously described it is assumed that the appropriate document for the proposed project would be an Initial Study/Mitigated Negative Declaration (IS/MND) and Categorical Exclusion. If a higher level CEQA or NEPA document is identified as the appropriate document for the proposed project based on the technical analyses performed then this will be communicated to SANBAG and URS and a scope and cost for performing this work will be submitted. However, based on a review of the proposed project this is not anticipated. It is assumed that the District 8 annotated IS format will be utilized.

A Screencheck Draft IS/MND and External Quality Control (QC) Certification will be provided to SANBAG and then to Caltrans for review. Following review by SANBAG and Caltrans, the document will be revised and an Administrative Draft IS/MND will be submitted, along with a Comment/Response matrix and External QC Certification, and forwarded to SANBAG and Caltrans for concurrent review. Following this review the document will be revised and a Draft IS/MND will

be prepared along with the Comment/Response matrix and External QC Certification, and forwarded to SANBAG and Caltrans for review. Following this review the document will be revised and the Final Draft IS/MND will be prepared along with the Comment/Response matrix and External QC Certification, and forwarded to SANBAG and Caltrans for their final concurrence and approval. It is assumed that Caltrans will approve the document for public availability with no further comment. To reduce iterations of the document, a revision workshop will be conducted with SANBAG and Caltrans to facilitate completion of the document following the review of the Draft IS/MND, if comments still remain after this review.

2.170 Permits Agreements

2.170.05 Determine Required Permits

Permits and agreements that are anticipated to be necessary for construction of the project will be identified throughout development of the project studies. This work may involve discussions with various resource and permitting agencies to define their specific permitting requirements. Discussions and negotiations with permitting agencies will be conducted in consultation with the SANBAG Project Manager or designee.

Draft Permit Applications will be prepared for the following permits:

- United States Army Corps of Engineers (USACOE) Nationwide 404 Permit
- Regional Water Quality Control Board (RWQCB) Clean Water Act 401 Water Quality Certification
- California Department of Fish and Game (CDFG) 1600 Streambed Alteration Agreement

Attachments and collateral materials are anticipated to be obtained from the various environmental technical study documents described elsewhere in this scope of work. Permit application and filing fees will be identified and estimated to the extent possible. Monies for the application or filing fees will be paid directly by SANBAG to the permitting agencies and budget for these costs are not included in this scope of work. Since construction-level environmental permits are dependent upon specific design details and impact calculations, final permit processing may not be possible during the PA&ED phase of the project. The objective of preparing draft permits and performing coordination with the permitting agencies will be to obtain clear direction on the final permitting requirements and to identify the amounts and methods of mitigation that will be required under the various permit conditions so that SANBAG can program appropriately for permitting costs.

2.175 Circulation Draft Environmental Document

2.175.05 Public Circulation

For the proposed project, a distribution list will be developed with SANBAG and Caltrans to distribute the documents. A list of owners and residents will be generated, along with their mailing

addresses, within 500 feet of the proposed project limits. A combined Notice of Intent will be prepared to adopt an MND and Notice of Opportunity for Public Hearing (NOI/NOPH) in accordance with Caltrans requirements for publication in a newspaper of local circulation (both English and Spanish), for posting at the San Bernardino County Clerk's office, and for distribution to anyone who has filed a written request with SANBAG or Caltrans. A draft notice will be provided to SANBAG and Caltrans for concurrent review. Upon receipt of comments from SANBAG and Caltrans a final notice will be prepared and provided to SANBAG and Caltrans. It is assumed that publication of the notice will be coordinated with up to two appropriate newspapers. An assumed cost of $8,500 for publishing the notices has been included for budgeting purposes. It is assumed that the technical studies will not be included in the availability but copies will be available if requested by anyone during the public availability period. Hardcopies of the document and NOI/NOPH will be provided to the availability locations (Caltrans, SANBAG, libraries), CDs containing the document and a hard copy of the NOI/NOPH will be provided to other agencies and officials included on the distribution list (and anyone else who specifically requests a copy of the document), and a copy of the NOI/NOPH will be provided to property owners and residences within a 500-foot radius of the proposed project.

For the proposed level of environmental documentation (IS/MND) there is no legal requirement for holding a public meeting or Public Hearing; however, the notice that is prepared and published for the proposed project will offer the opportunity to request a Public Hearing. This scope and cost assumes that no public hearing will be requested or conducted. However, one public informational meeting (open house, map showing format) is assumed to be conducted during the public availability period.

2.180 Project Report & Final Environmental Document (FED)

2.180.05 Final Project Report

Comments received on the Draft Project Report and through public circulation of the Draft Environmental Document, will be incorporated into the final Project Report, as appropriate. The final Project Report will be updated and processed with Caltrans for approval.

2.180.10 Final Environmental Document

Subsequent to circulation of the Draft Environmental Document, responses to comments received from the public and reviewing agencies will be prepared. Preparation of the responses will be conducted in consultation with the SANBAG Project Manager or designee. Responses to comments received will be processed according to Caltrans guidelines and incorporated into the final Environmental Document. The Final Environmental Document will be prepared for Caltrans approval. If necessary, a Notice of Determination pursuant to CEQA/NEPA requirements will be prepared.

ATTACHMENT 'B'

URS Corporation

San Bernardino Associated Governments (SANBAG)

SR-210 Lane Addition from Highland Avenue to San Bernardino Avenue

Engineering and Environmental Services

March 1, 2012

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Manager	$101.48	1,281	$129,995.88
Highway Design Lead	$60.00	1,702	$102,120.00
Structures Lead	$87.16	160	$13,945.60
Traffic Lead	$82.00	126	$10,332.00
QA/QC Manager	$76.00	102	$7,752.00
Senior Engineer/Designer	$60.00	470	$28,200.00
Project Engineer	$48.00	3,302	$158,496.00
Engineer/Designer	$34.00	3,638	$123,692.00
Roadway CAD Specialist	$31.00	1,463	$45,353.00
Clerical/Admin Assistant	$25.00	736	$18,400.00
Project Coordinator	$30.00	618	$18,540.00
Subtotal Hours & Direct Labor Costs		13,598	**$656,826.48**
Anticipated Salary Increases			**$75,331.96**
Total Direct Labor Costs			**$732,158.44** (1)

II. INDIRECT COSTS

INDIRECT RATE 150.00 % x $ 732,158.44 (Subtotal (1)) = Subtotal **$1,098,237.66** (2)

III. FEE (PROFIT)

10 % x $ 1,830,396.11 (Total (1) + (2)) = Subtotal **$183,039.61** (3)

IV. OTHER DIRECT COSTS

Item	Amount
Car Mileage	$15,871.20
Travel	$2,000.00
Photocopies (8.5"x11", Black & White)	$2,700.00
Photocopies (11"x17", Black & White)	$1,250.00
Commercial Printing	$10,000.00
Mail/Courier	$3,300.00
Intersection Traffic Counts	$6,000.00
Photocopies (8.5"x11", Color)	$9,260.00
Photocopies (11"x17", Color)	$3,000.00
Project Supplies	$4,000.00
Truck Charges/Rental Car	$2,400.00
Full Size Plots (Black & White)	$400.00
Full Size Plots (Color)	$1,000.00

Subtotal $ **$61,181.20** (4)

V. SUBCONSULTANTS COST

ICF International	$729,308.00
Psomas	$185,931.00
Value Management Strategies	$37,716.00
CNS Engineers, Inc.	$20,365.00
Epic Land Solutions	$4,034.00

Subtotal $ **$977,354.00** (5)

VI. TOTAL AMOUNT

$3,051,971 (Total 1-5)

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: March 15, 2012

Subject: Intestate 215 (I-215)/Mount Vernon-Washington Interchange Improvement Project

Recommendation:* Authorize the release of Request For Proposals (RFP) 12214 for the preparation of Preliminary Engineering and Environmental Document, with an option for the preparation of Plans, Specifications, and Estimate (PS&E) for the I-215 Mount Vernon-Washington Interchange Improvement Project.

Background: **This action will lead to the award of a new consultant contract C12214 for the preparation of Preliminary Engineering and Environmental Document with an option for the preparation of PS&E.**

The purpose of the I-215 Mount Vernon-Washington Interchange Improvement Project is to reconstruct the interchange in order to improve traffic operations, increase capacity, and reduce congestion at the ramp intersections, thereby providing adequate access to and from facilities served by the interchange.

In 2009, the SANBAG Board authorized staff to proceed with the preparation of planning studies for the Project. Subsequently, a draft Project Study Report-Project Development Support (PSR-PDS) was prepared and submitted to the

*

Approved
Major Projects Committee

Date: *March 15, 2012*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
MPC1203c-ks
Attachment: RFP 12214

California Department of Transportation (Caltrans) in December 2011. Caltrans is currently reviewing the draft PSR-PDS and staff anticipates final approval from Caltrans in the coming few months. The next step in the project development process requires the preparation of Preliminary Engineering and Environmental Document, and PS&E. Staff is recommending Board approval to authorize the release of RFP 12214 to procure the services of a consultant to prepare Preliminary Engineering and Environmental Document, with an option for the preparation of PS&E for the I-215 Mount Vernon-Washington Interchange Improvement Project. Staff believes that adding an optional task for the preparation of the PS&E would provide motivation for the selected consultant to assemble the best resources for the Project, and to deliver the Preliminary Engineering and Environmental work on schedule and under budget.

The subject RFP 12214 utilizes the SANBAG template for Architectural & Engineering services, and requires prospective proposers to submit a lump sum price for the scope of services specified in the RFP. Lump sum contracts are consistent with SANBAG's Contracting and Procurement Policy 11000, but have not been widely used in the past for SANBAG's Major Projects Program. The vast majority of the previously awarded SANBAG contracts have been cost-plus type contracts, with a not-to-exceed amount.

A lump sum contract is the most basic form of agreement where the consultant agrees to perform all the work described in the scope of services for a firm fixed price. The lump sum price of the consultant will include all sub consultants costs, material, labor, burden, overhead, direct expenses and profit. Some of the advantages and disadvantages of lump sum contracts are listed below:

Advantages:

- Low financial risk to SANBAG.
- Cost is well defined from the outset of the project.
- Consultant has the financial motivation to achieve early completion in order to maximize profit.
- Consulant has financial motivation to control the scope of work and manage their resources.
- Consultant invoices are much easier to verify and less time consuming to process.

Disadvantages:

- Changes to the scope of work could be costly.
- Consultant is free to choose the lowest cost means and methods in order to deliver the work.

MPC1203c-ks
Attachments: RFP12214

- Consultant may include high contingency in the lump sum price to minimize financial risk.

To mitigate the disadvantages, staff has utilized Parsons experts to prepare a very detailed scope of services and will also be developing detailed independent cost estimate for such scope of service. The scope of service and cost estime will be the basis for the negotiations with the selected consultant.

Staff is recommending Board approval to authorize the release of Request for Proposal (RFP) 12214 to procure the services of a consultant to prepare Preliminary Engineering and Environmental Document with an option for the preparation of PS&E for the I-215 Mount Vernon-Washington Interchange Improvement Project.

The table below summarizes the current project schedule:

Environmental Approved	July 2014
Design Approved & R/W Certified	July 2016
Start Construction	September 2016
End Construction	September 2018

Financial Impact: This item is consistent with the adopted fiscal year 2011/2012 budget. Funding for this contract will be provided under Task No. 84512000. The funding source is MSI 1990-Valley Major Projects.

Reviewed By: This item will be reviewed by the Major Projects Committee on March 15, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the draft RFP as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery.

MPC1203c-ks
Attachments: RFP12214

ATTACHMENT "A"

Scope of Services

By and between
San Bernardino County Transportation Authority

And

TBD

For

PREPARATION OF PRELIMINARY ENGINEERING & ENVIRONMENTAL DOCUMENT WITH AN OPTION FOR THE PREPARATION OF PLANS, SPECIFICATIONS, & ESTIMATE (PS&E) FOR INTERSTATE 215 (I-215)/ MOUNT VERNON-WASHINGTON INTERCHANGE IMPROVEMENT PROJECT

Within
San Bernardino County, California

Contract No. C12214

Scope of Services

OVERVIEW

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority (AUTHORITY) will utilize the services of CONSULTANT to prepare the Environmental Document and Project Report for the Interstate 215 (I-215)/Mount Vernon-Washington Interchange Improvement Project (Project) within the County of San Bernardino. The Scope of Work will also include an optional task for the preparation of Plans, Specifications, and Estimate (PS&E) for the Project. Coordination between AUTHORITY, CONSULTANT, California Department of Transportation (Caltrans), and other local agencies will be accomplished through the AUTHORITY Director of Project Delivery or his designee.

The SANBAG Project Manager for this contract shall be:

Khalil Saba
Project Delivery Manager

CONSULTANT will be required to perform all professional and technical services necessary to prepare the Environmental Document and Project Report, and potentially the PS&E.

Project Description, Location, and Scope

The I-215/Mount Vernon-Washington Interchange Improvement Project will reconstruct the interchange in order to improve operation, increase capacity, and reduce congestion, thereby providing adequate access to and from facilities served by the interchange. The Project site is located within the City of Colton. In addition to the no-build alternative, two build alternatives are currently being considered which would replace the existing interchange with either a Type L-6/L-7 or a modified Type L-8 interchange configuration.

The California Department of Transportation (Caltrans) is the Lead agency for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) compliance. Engineering Services are anticipated to include preliminary engineering, preparation of Geometric Approval Drawings (GADs), preparation of a Draft Project Report, and preparation of a Final Project Report. Environmental Services are anticipated to include environmental studies, consultation with resource agencies, and preparation of an environmental document to satisfy requirements of both CEQA and NEPA. Additional optional services include the preparation of PS&E for the Project. SANBAG Sales Tax Measure I funds will be used to cover cost of the preparation of the Project Report and Environmental Document. Future project phases, including construction, are anticipated to be funded from a variety of local, State, and Federal sources.

Alternative 1 (No Build Alternative): This alternative would not reconstruct or improve the existing facility.

Alternative 2 (Type L-6/L-7): This alternative would reconstruct and improve the existing interchange in an L-6/L-7 configuration. Improvements proposed under Alternative 2 consist of the construction of new southbound entrance and exit ramps at the northwest quadrant, in a Type L-7 configuration. In the northbound direction at the northeast quadrant, hook entrance and exit ramps are to be constructed to connect to Washington Street, in a Type L-6 configuration. A new

overcrossing structure is to be constructed to accommodate three through lanes in each direction and dual back-to-back left turns. Retaining walls would be built at various locations. Washington Street and Mount Vernon Avenue are to be realigned and widened from two lanes to three lanes in each direction. Alternative 2 will impact an area west of I-215 that extends from just north of the intersection of Centre Pointe Drive and Mount Vernon Avenue (north) to the intersection of Theater Road and Washington Street west of I-215. East of I-215 the project will impact an area that extends to eastern limit of the Courtyard Shopping Center along Washington Street and approximately one half mile south of the exiting northbound off-ramp on Mount Vernon Avenue (south). The footprint of this alternative utilizes the existing right of way, but does require additional Right-of-Way north of the existing overcrossing. These areas are needed for the northbound hook ramps and the southbound exit ramp. The existing northbound slip ramp from Washington Street would be eliminated under this alternative.

Alternative 3 (Modified Type L-8): This alternative would reconstruct and improve the existing interchange in a modified Type L-8 configuration. Under Alternative 3, the northbound exit and southbound entrance ramps would terminate at the southern leg of the intersection of Mount Vernon and Washington Street to create a four-leg, signalized intersection. The southbound exit ramp and northbound entrance ramp would form a four-leg signalized intersection at Washington Street east of I-215. Mount Vernon Avenue (south) would complete this four-leg intersection as the southern leg. An overcrossing would be constructed along an alignment approximately parallel to and north of the existing Washington Street overcrossing. Two additional structures would be required: one for the southbound exit ramp to cross over I-215, and the second for the northbound exit ramp to cross I-215 south of the new Washington Street overcrossing. Similar to Alternative 2, Alternative 3 will impact an area west of I-215 that extends from just north of the intersection of Center Pointe Drive and Mount Vernon Avenue (North) to the intersection of RV Center Drive and Washington Street west of I-215. East of I-215 the project will impact an area that extends to the eastern limit of the Courtyard Shopping Center along Washington Street and approximately one quarter mile south of the exiting northbound I-215 off-ramp on Mount Vernon Avenue (south). The existing northbound diagonal ramp from Washington Street would be eliminated under this alternative.

APPLICABLE STANDARDS

All documents shall be prepared in accordance with current AUTHORITY, Caltrans, and San Bernardino County (County) regulations, policies, procedures, manuals, and standards where applicable.

SERVICES PERFORMED BY CONSULTANT

CONSULTANT shall be responsible for 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 the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the project.

General Description of Required Services

A. CONSULTANT shall have sole responsibility for the accuracy and completeness of the reports, plans, specifications, estimates, and related material prepared by CONSULTANT for the Project. CONSULTANT shall independently check and identify the engineer and checker for all such material prior to any submittal. The plans, concepts, reports, and documentation will be reviewed by AUTHORITY, and/or AUTHORITY's designee for peer reviews, overall project consistency, and verification of implementation of CONSULTANT Quality Assurance/Quality Control process. CONSULTANT is subject to audits by AUTHORITY or AUTHORITY's designee for implementation of a Quality Assurance/Quality Control process.

B. 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, checked, and having the preparer and checker identified. The appearance, organization and content of the drawings shall be to applicable standards.

C. The title sheet for reports, each plan sheet, and calculations shall bear the professional seal certificate number, registration classification, expiration date of the certificate, signature of the professional engineer, registered in the State of California, responsible for their preparation.

D. The CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.

E. 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.

F. At the completion of this Scope of Services all electronic files and correspondence relating to the Project shall be turned over to AUTHORITY who will then forward said files to CALTRANS. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.

G. CONSULTANT shall submit all final plans and reports 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.

H. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

I. In the event that non-standard features are necessary, CONSULTANT shall prepare the necessary Fact Sheets for Design Exceptions following AUTHORITY directions.

J. CONSULTANT shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during

the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify AUTHORITY immediately.

K. 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 adjacent projects.

L. CONSULTANT shall implement and comply with the SANBAG Quality Assurance procedures. Copy of these procedures is available on the SANBAG internet website: www.sanbag.ca.gov under "Bids, RFPs and RFQ".

SCOPE OF SERVICES

TASK 2.100 - PROJECT MANAGEMENT

CONSULTANT will provide overall day-to-day management of the project. All services will be performed in accordance with current Caltrans Manuals, and directives. CONSULTANT will provide project management services, consisting of the following activities:

Task 2.100.05 Project Controls & Administration

CONSULTANT will execute subcontracts with subconsultants and direct their work. Prime contract terms and conditions will be incorporated into the subcontract agreements. CONSULTANT will be the primary contact for the AUTHORITY.

Task 2.100.10 Project Management Plan

CONSULTANT will provide a Project Management Plan (PMP) for the project. CONSULTANT will submit a copy of the plan to the AUTHORITY for review and concurrence within 30 days of receiving Notice to Proceed (NTP). The Project Management Plan will consist of the following activities:

- ***Work Plan and Project Schedule:*** CONSULTANT will develop, maintain and implement the Work Plan and Project Schedules on an ongoing basis, with input from the AUTHORITY. The Work Plan and Project Schedule will be maintained and implemented throughout the PA/ED phase of the project. The Project Schedule will be maintained in a standard format with Work Breakdown Structure (WBS) Elements. The scheduled review times by Caltrans and resource agencies must be reasonable and have concurrence of the reviewers. CONSULTANT will prepare a detailed schedule and the AUTHORITY will closely monitor the execution and implementation of the schedule. The overall schedule will be updated, at a minimum, on a monthly basis and distributed to PDT members at least one week prior to the PDT meeting. CONSULTANT will use software, acceptable to the AUTHORITY, which adequately identifies the critical path and floats on tasks. Sure Track, by Primavera, or an equivalent, is an example of such software.
- ***Quality Management Plan:*** CONSULTANT will develop, maintain and implement a Quality Management Plan. CONSULTANT will develop a project specific Quality Assurance/Quality Control (QA/QC) Plan for the AUTHORITY's review and approval. An independent CONSULTANT QA/QC manager will perform QA/QC tasks. All

comments and/or corrective actions proposed as part of the QA/QC will be transmitted to the AUTHORITY immediately along with the corrective actions to be employed.

- ***Risk Management Plan:*** CONSULTANT will develop, maintain and implement a Risk Management Plan.

Deliverables:

- Work Plan
- Project Schedules
- Quality Management Plan
- Risk Management Plan

Task 2.100.15 Meetings

Over the course of the project, numerous meetings will be required to advance the project to PA/ED approval. It is assumed there will be three meetings per month during the duration of this contract (including the monthly PDT meeting). CONSULTANT will prepare and distribute agendas prior to the meetings. CONSULTANT will prepare meeting minutes and distribute them within five working days after the meetings. Types of meetings include:

- ***Kick-off Meeting:*** CONSULTANT will organize and run Kick-off Meeting with Caltrans, AUTHORITY, and project stakeholders as required.
- ***Monthly Project Development Team (PDT) Meetings:*** CONSULTANT will organize and run monthly PDT meetings with Caltrans, AUTHORITY, and project stakeholders as required.
- ***Resource Agency Task Specific Meetings:*** CONSULTANT will organize and run resource agency coordination meetings related to approval of the environmental technical studies and the environmental document.
- ***Technical Workshop Meetings:*** CONSULTANT will prepare for, coordinate and attend technical focus meetings with Caltrans, AUTHORITY, and other stakeholders. Meeting will include public workshops, public hearings, and AUTHORITY meetings, etc.
- ***Policy Working Group Meetings:*** CONSULTANT will prepare for, coordinate and attend policy working group meetings with Caltrans, AUTHORITY and other stakeholders.

Deliverables:

- Meeting Agendas and Minutes
- Presentation Materials

Task 2.100.20 Progress Payment

CONSULTANT will submit a progress payment invoice to the AUTHORITY for services completed on a monthly basis. The invoice will be detailed so it can be verified and approved by the AUTHORITY on a timely basis. If CONSULTANT fails to submit the required deliverable items according to the agreed schedule set at start of the project, the AUTHORITY will have the right to delay payment until the required information is received.

Deliverables:

- Monthly Progress Report

- Monthly Invoice

Task 2.100.25 Maintain Complete Project Files

CONSULTANT will follow a uniform filing system and will maintain complete project files on an ongoing basis. CONSULTANT will maintain all required records/documents for at least three years after the AUTHORITY makes final payment and all pending matters are closed.

Deliverables:

- Complete Project Files

TASK 2.160 – PRELIMINARY ENGINEERING STUDIES & PROJECT REPORT

CONSULTANT will prepare the required work products, draft the technical studies and conduct the preliminary engineering required in support of the project approval process, the project report and the environmental document. Services include performing Quality Assurance/Quality Control (QA/QC) for the engineering studies and tasks.

Task 2.160.05 Update Project Information

CONSULTANT will review information assembled and developed during the Project Initiation Document (PID) phase. CONSULTANT will conduct research and gather updated plans and project related information including project plans from recent and ongoing developments within the project area. CONSULTANT will conduct research of relevant land and survey records to locate all necessary survey and land ownership records required to complete field survey and for analysis, determination, an delineation of the existing land-net.

Deliverable:

- Updated land and survey records

Task 2.160.10 Traffic Forecasts/Modeling

- ***Traffic Data Collection***: all necessary data required to document the existing conditions in the study area will be collected. As part of the data collection effort, consultant will conduct field reviews to determine existing roadway segment geometry, lane configurations, lane widths, turn pocket storage lengths, traffic signal timing, and traffic signal phasing.
- ***Safety and Accident Information:*** Safety and accident information reports will be obtained by the CONSULTANT for the project area. The mainline and ramp data will be obtained from Caltrans Traffic Accident Surveillance and Analysis System (TASAS) Table B data. In addition, local agency data for intersections affected by alternatives will also be obtained and used. An analysis will be conducted on the data to determine the number of accidents, where and when they occurred, the type of accident and why the accidents occurred. Tables will be prepared that summarize and compare these factors for both the mainline and ramps.
- ***Traffic Forecast Volumes:*** CONSULTANT will develop a memo that lists all the default values and assumptions towards performing the forecasting effort. CONSULTANT will prepare a Traffic Volumes Report that documents the design year volumes. These volumes will be reviewed and approved by Caltrans before being utilized in the Traffic Operational Analysis Report. The Traffic Forecast Volumes Report will contain the following:

- Executive Summary and methodology used to develop future demand volumes.
- Average Daily Traffic (ADT): freeway mainline, ramps and roadway segments.
- AM/PM peak hours: freeway mainlines, weaving sections.
- AM/PM peak hours: key intersections.

Deliverables:

- Traffic Safety and Accident Analysis
- Traffic Methodology Memorandum
- Draft/Final Traffic Forecast Volumes Report

Task 2.160.15 Geometric Plans for Project Alternatives

CONSULTANT will prepare geometric designs to support development of the Project Report and Environmental Document.

- ***Typical Section Design:*** CONSULTANT will refine, provide enhanced detail and adjust the typical sections for freeway, ramps and arterial road improvements for the build alternatives. Original ground, traveled way, shoulders, cut/fill slopes and existing/proposed right-of-way will be shown on the typical sections.
- ***Horizontal Alignment Design:*** CONSULTANT will refine, provide enhanced detail and adjust the horizontal geometric design for the build alternatives. Geometric design data and key project features will be depicted. Lane configurations and widths, tapers and turn pockets will be designed, checked and adjusted as necessary. CONSULTANT will develop preliminary pavement delineation to aid in the analysis of the alternatives.
- ***Vertical Alignment Design:*** CONSULTANT will refine, provide enhanced detail and adjust the profile design for ramp and arterial road improvements for the build alternatives. Original ground, profile grade and geometric data including design speed data will be annotated on the sheets. Vertical clearances for all structures will be verified and documented.
- ***Superlevation Design:*** CONSULTANT will refine, provide enhance detail and adjust superelevation designs for ramp and arterial road improvements for the build alternatives. Original ground, profile grade and geometric data including design speed data will be annotated on the sheets.
- ***Grading Design:*** CONSULTANT will prepare grading designs for the build alternatives. The grading design will aid in the development of the project footprint, project cost, retaining wall locations, adherence to slope standards, Right-of-Way requirements, drainage design and calculation of direct/indirect project impacts.
- ***Preliminary Construction Staging Design:*** CONSULTANT will prepare preliminary construction staging concept designs for the build alternatives. The design will show the sequence of operations, work to be performed, materials to be used, and the routes to be utilized by traffic during each construction phase. The plans will also show long term closures of lanes and ramps, detours, and the number of traffic lanes available for public traffic.
- ***Engineer's Estimate:*** CONSULTANT will develop preliminary engineer's estimates for the build alternatives. The estimates will be in Caltrans estimate format using escalation

cost factors.

- ***Geometric Approval Drawings (GAD):*** CONSULTANT will attend a GAD scoping meeting with Caltrans prior to Final GAD submittal to coordinate any project specific features related to operational analysis or to roadway geometrics. CONSULTANT will complete the Final GAD for the preferred alternative only.
- ***Design Information Bulletin (DIB) 78 Checklist:*** CONSULTANT will complete a DIB 78 Checklist to determine documentation required to request deviations from Caltrans mandatory and advisory design standards.
- ***Fact Sheets for Exceptions to Design Standards:*** CONSULTANT will identify non-standard design features (Advisory & Mandatory) associated with the build alternatives, prepare a list of anticipated design exceptions for the alternatives, and prepare draft and final Fact Sheets.

Deliverables:

- Typical Section Design
- Horizontal Alignment Design
- Vertical Alignment Design
- Superelevation Design
- Grading Design
- Project Footprint
- Preliminary Stage Construction Design
- Engineer's Estimate
- Draft/Final Geometric Approval Drawing (GAD)
- Completed DIB 78 Checklist
- Approved Mandatory and Advisory Fact Sheets

Task 2.160.20 Hydraulics/Hydrology Studies

CONSULTANT will identify drainage impacts including the relocation or realignment of adjacent channels and storm drains, and determine the drainage improvements for on-site and off-site drainage facilities. Impacts will be identified in coordination with Water Quality Best Management Practices. CONSULTANT will conduct field reconnaissance of the project to study the existing drainage facilities. Freeway drainage will be reviewed to assess the adequacy of the existing systems. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the cost estimates. CONSULTANT will coordinate with other agencies regarding their plans for drainage improvements affecting the project.

Deliverables:

- Identification of major drainage improvements.
- Inclusion of drainage improvements in the build cost estimates.

Task 2.160.25 Storm Water Data Report (SWDR)

CONSULTANT will evaluate storm water strategies and will prepare a SWDR in accordance with Caltrans requirements. A "Long Form" SWDR will be prepared for the build alternatives.

Deliverable:

- Draft/Final "Long Form" SWDR for the build alternatives.

Task 2.160.30 Traffic Operational Analysis

CONSULTANT will evaluate the level of service (LOS) that will result from improvements proposed for the build alternatives. This task includes all activities necessary to update and expand any previously completed traffic capacity analysis. CONSULTANT will perform traffic analysis for the following:

- Existing Conditions
- Opening Day: 2020 (build/no build alternatives)
- Design Horizon Year: 2040 (build/no build alternatives)

The following conditions/locations will be analyzed:

- Ramp Intersections
- Street Intersections
- Street Segments
- Merge/Diverge Segments
- Freeway Weave Segments
- Freeway Mainline Operations
- Ramp Metering

Deliverable:

- Draft/Final Traffic Operational Analysis Report

Task 2.160.35 Traffic Study

CONSULTANT will prepare a Traffic Study that combines the Traffic Forecast Volumes Report and the Traffic Operational Analysis into a single Traffic Study.

Deliverable:

- Draft/Final Traffic Study

Task 2.160.40 Right-of-Way Data Sheet

CONSULTANT will prepare a Right-of-Way Data Sheet and identify the right-of-way requirements associated with the build alternatives. Right-of-Way information will be digitally overlaid on base maps and potential takes will be identified. CONSULTANT will provide Right-of-Way Data Sheets for the build alternatives including the following information:

- Right-of-Way Cost Estimate
- Parcel data
- Utility facility conflicts
- Displacement requirements
- Potential relinquishments and/or abandonment's
- Existing and/or potential airspace sites
- Estimated Right-of-Way schedule and lead time

Design CAD files will be used to identify the proposed Right-of-Way requirements. The proposed

requirements will be determined with County assessor parcel information and comparative land values to determine estimated costs. Escalation factors and a narrative for the data sheet will be prepared and incorporated into the data sheet for each alternative.

Deliverables:

- Preliminary Right-of-Way Requirement Maps
- Approved Right-of-Way Data Sheets

Task 2.160.45 Determine Utility Locations

CONSULTANT will prepare a Utility Identification and Relocation Report for the proposed build alternatives, which will address impacts of existing and possibly future utilities. CONSULTANT will complete the following tasks:

- Identify all utility companies that may be impacted by the proposed project.
- Send utility notifications to all affected utilities that include a project description, and request facilities maps for all existing and proposed underground and overhead utilities.
- Complete field reviews of the alternatives to determine locations of existing facilities and potential conflicts.
- Survey and pothole, if necessary, to determine potential conflicts with existing utilities.
- Compile plans, field notes, sketches, and survey and potholing results and plot all utilities on plans acceptable to Caltrans.
- Meet with each utility company upon completion of utility plan to verify utilities have been plotted correctly and make necessary corrections.
- Determine if existing utilities are in place under franchise or utility easements and obtain copies of easements.
- Coordinate with utility companies to develop conceptual relocation plans for each utility company that will include relocation cost estimates, relocation schedules and specifications.
- Prepare a Utility Conflict Map.
- Develop recommendations to avoid and minimize impacts.

Deliverables:

- Utility Identification and Relocation Report for the build alternatives
- Utility Conflict Map for the build alternatives

Task 2.160.50 Geotechnical Information

All activities related to geotechnical and seismic analysis for use in the Environmental Document will be addressed and a Preliminary Geotechnical Design Report (PGDR) will be prepared. The PGDR will be prepared in accordance with Caltrans Geotechnical Design Guidelines and will include:

- Physical setting
- Geotechnical and seismic investigation
- Available field exploration and laboratory test results
- Proposed bridge and retaining wall locations
- Lithology/subsurface soils

- Surface and groundwater conditions
- Dynamic analysis
- Material resources
- Cut and fill slopes
- Embankment settlements and waiting period
- Earthwork grading, remediation and construction considerations
- Life-cycle Cost-Benefit Analysis

In support of the environmental document, a transmittal memo will be prepared outlining study results, potential significance of impacts and significance criteria, proposed mitigation measures and mitigation effectiveness evaluation. A separate abstract will also be prepared for inclusion in the Environmental Document.

Deliverable:

- Draft/Final Preliminary Geotechnical Design Report
- Draft/Final Life-Cycle Cost-Benefit Analysis

Task 2.160.55 Structures Advance Planning Studies (APS)

CONSULTANT will prepare Structures APS for structures and any special design retaining walls required. CONSULTANT will complete the development, review, approval and distribution of the APS. The activities include:

- Prepare Preliminary Structures Design
- Prepare Preliminary Plan Sheets
- Prepare Structures Preliminary Hydraulics Report (PHR)
- Prepare Structures Preliminary Architectural and Aesthetics Report (PAAR)
- Prepare Structures Preliminary Maintenance Report (PMR)
- Prepare Preliminary Quantities
- Prepare Preliminary Estimate
- Prepare Structures APS package
- Perform Constructability Review (CR) of the APS package

Deliverable:

- Draft/Final APS

Task 2.160.60 Structures Preliminary Geotechnical Report (SPGR)

CONSULTANT will complete a SPGR for each of the structures and any special design retaining walls required. The SPGR is used to document existing foundation conditions, make preliminary foundation recommendations, and identify the need for additional investigations and studies. Sometimes limited subsurface exploration is required to provide sufficient information to produce a SPGR. The subsurface exploration can include, but isn't limited to, test borings, soundings, and/or geophysics. The SPGR will provide the following:

- Project Location
- Summary of Site Geology and Subsurface Conditions
- Corrosion Evaluation

- Preliminary seismic data and recommendations
- As-Built Foundation Data
- Preliminary Foundation Recommendations

Deliverable:

- Draft/Final SPGR

Task 2.160.65 Draft Project Report

- CONSULTANT will develop text, exhibits and cost estimates required for the preparation of a DPR; the DPR will be completed in accordance with Caltrans Project Development Procedures Manual.
- ***Geometric Design Plan Sheets***: CONSULTANT will prepare geometric design plan sheets for typical sections, horizontal plans, vertical profiles and superelevation diagrams. CONSULTANT will create the sheets with a Caltrans standard border. The sheets will be annotated with basic geometric callouts. The sheets will be included in the Project Report as attachments.
- ***Preliminary Transportation Management Plan (TMP):*** CONSULTANT will establish TMP strategies and estimate their respective costs. This includes determining the feasibility of using surface streets for traffic diversion, and developing traffic handling plans with the project stakeholders.
- ***Cost Estimates for Alternatives:*** CONSULTANT will develop cost estimates for the build alternatives.

Deliverables:

- Administrative Draft Project Report
- Final Draft Project Report
- Transportation Management Plan
- Alternative Cost Estimates

2.160.70 Draft Project Report Circulation, Review and Approval

CONSULTANT will circulate the Final Draft Project Report, respond to review comments and obtain approval signatures. CONSULTANT will perform quality control checks of the Final Draft Project Report submittal.

Deliverable:

- Approved Draft Project Report

TASK 2.165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT

Environmental analyses will be performed to meet CEQA and NEPA requirements, and in accordance with the SAFETEA-LU environmental review process for transportation projects, FHWA guidelines, and the Caltrans Standard Environmental Reference (SER).

Task 2.165.05 Environmental Study Request (ESR)

CONSULTANT will prepare study area maps to be used during the environmental analysis. The study area maps will be the basis for other environmental resource specific maps that will be prepared in conjunction with other environmental technical studies identified in this scope.

CONSULTANT will obtain map layer files necessary for this task; map layer files will consist of aerial mapping data, topographic data, parcel data, environmental resource data, and design data. The project map files will consist of design data for current alternatives, existing, and proposed R/W boundaries, and a general environmental study boundary with environmental and jurisdictional boundaries. CONSULTANT will coordinate and process encroachment permits required performing preliminary engineering services, and obtaining permits to enter for the completion of environmental studies.

Deliverables:

- Project Vicinity Map
- Project Location Map
- Project Study Map
- Required encroachment permits
- Required permits to enter

Task 2.165.10 Community Impact Assessment (CIA)

CONSULTANT will complete the Community Impact Assessment in accordance with Caltrans Environmental Handbook, Volume 4 guidance. Tasks to be completed by the CONSULTANT include:

- Perform ethnicity and economic studies to determine the characteristics of the communities affected by the project. The demographic and socioeconomic data will be obtained from the latest government census data. This includes addressing Environmental Justice requirements.
- Perform land use studies to determine the relationship of the project to local, regional, and other planning policies, and identify compatibility issues with existing land uses.
- Address growth inducement issues.
- Identify affected property owners, communities, public facilities within the project area of influence.
- Evaluate direct, indirect, and cumulative impacts of the proposed project alternatives to affected communities pertaining to social impacts (relocation of housing, population characteristics, community institutions, community stability and cohesion); economic impacts (change in employment, income gains or loss, tax base changes); land use and growth (consistency of projects with local plans, shift in location where growth will occur, development opportunities enhanced); and public services impacts (schools and health systems, police and fire protection, accessibility and parking, utilities).
- Address right-of-way impacts based on the results of the Relocation Impact Report (a separate task under this scope of services).
- Address potential environmental justice impacts (unavoidable adverse effects that would be disproportionately borne by minority and/or low-income populations.
- Coordinate with local and regional agencies, ethnic and community groups, and business organizations.
- Prepare a Community Impact Assessment technical report outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

- Prepare relevant community impact sections (Land use and Planning, Community Character and Cohesion, Relocation and Business Disruption, Environmental Justice) for inclusion in the environmental document.

Deliverable:

- Draft/Final CIA

Task 2.165.15 Visual Impact Assessment (VIA)

CONSULTANT will prepare a Visual Impact Analysis (VIA) to document the aesthetic and scenic studies performed for the project. The VIA will be prepared to conform to the guidance provided in the "FHWA Visual Impact Assessment for Highway Projects" guide and the guidance and templates provided within the Caltrans' Standard Environmental Reference. The studies and the preparation of the VIA will be conducted under the supervision of a licensed landscape architect. CONSULTANT will prepare a Draft VIA for AUTHORITY and Caltrans review; a final VIA will be prepared once the draft has been approved. Tasks to be completed by the CONSULTANT include:

- Conduct site visits to document through digital photography, existing views within the project area and supporting features for use in the preparation of simulated views.
- Prepare photographic simulations to support key view points.

Deliverable:

- Draft/Final VIA

Task 2.165.20 Noise Impact Assessment (NIA)

CONSULTANT will address issues related to the traffic noise impact for use in the Environmental Document. A Noise Study Report will be prepared to analyze build and a no build alternatives. The study will comply with Caltrans Traffic Noise Analysis Protocol requirements. Tasks to be completed by CONSULTANT include:

- Conduct a site visit to identify frequent human use areas, existing property walls, existing noise sources, and possible locations for the noise barriers.
- Prepare a work plan for Caltrans review and approval. The work plan will identify noise measurement sites, land use type in the study area, study methodology, and traffic volumes that will be used for the noise impact analysis.
- Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model. Noise measurements will be conducted in accordance to the guidelines specified in the Caltrans' Technical Noise Supplement - A Technical Noise Supplement to the Traffic Noise Analysis Protocol (TeNS). Noise measurements will be conducted using Type 1 (precision) noise monitoring equipment. Traffic volumes will be recorded during short-term noise measurements which will be used to calibrate the traffic noise model.
- Use the FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the future two build alternatives and the future no build alternative when there are existing major roadways in the proposed alignment. Areas where the traffic noise levels would approach or exceed Noise Abatement Criteria will be identified.

- Use the Level of Service C/D volumes for the main lanes and the actual 2035 traffic volumes for the ramps to determine traffic noise impacts. However, ramp traffic will be cap at 1,000 vehicles per hour per lane.
- Identify noise barriers that would provide feasible noise abatement for the impacted frequent human use areas.
- Conduct reasonableness analysis in accordance with Caltrans guidelines to determine the reasonableness cost allowance for the feasible noise barriers.
- Analyze construction noise and vibration impacts in general terms because detailed construction activities and their sequences will not be available at the time of the study.
- Prepare a Noise Study Report to summarize noise measurement results, noise impact analysis results, feasible noise abatement measures, and reasonableness cost allowance for each feasible noise barrier. Figures will also be prepared that will show noise measurement sites, noise modeling sites, land use, as well as the location and minimum heights of the sound walls that would provide feasible abatement.
- Prepare a noise section of the environmental document to present the results of the noise impact analysis and proposed mitigation measures to minimize noise impacts.

Deliverable:

- Draft/Final NIA

Task 2.165.25 Noise Abatement Decision Report (NADR)

CONSULTANT will prepare a NADR following criteria described in the California Traffic Noise Protocol (CaTNAP) for New Highway Construction and Reconstruction Reports, and the Technical Noise Supplement (TeNS). To determine whether a noise abatement measure is reasonable, CONSULTANT will conduct a cost-benefit analysis taking the following criteria into account:

- Absolute noise level
- Build vs. existing noise
- Environmental impacts of abatement
- Newly constructed or development pre-dating 1978
- Total noise abatement allowance vs. project cost

Deliverables:

- Draft/Final NADR

Task 2.165.30 Air Quality Analysis (AQA)

CONSULTANT will prepare an Air Quality Analysis that addresses the potential impacts to regional and local air quality associated with implementation of the proposed project per the current state and federal requirements. CONSULTANT will also conduct all required interagency coordination as part of the local and regional air quality conformity determination. In addition, CONSULTANT will prepare an air quality conformity report to be submitted to FHWA for review and approval. Tasks to be completed by the CONSULTANT include:

- Conduct early consultation with Caltrans air quality staff to confirm appropriate scope of work, data requirements & analysis approach.

- Summarize current regulatory framework (federal & state regulations), conformity designations and current ambient monitoring station measurements for criteria pollutants.
- Identify sensitive receptors within the project area.
- Using available traffic analysis output, calculate regional burden emissions for criteria pollutants; tabulate for existing conditions and No Project/Project comparisons for year of opening and applicable horizon year.
- Conduct CO hot spot analysis for selected sensitive receptor locations (assume 20 locations); tabulate results for existing conditions and No Project/Project comparisons for year of opening and applicable horizon year.
- Conduct qualitative analysis for PM_{10} and $PM_{2.5}$.
- Prepare draft submittal for conformity interagency consultation with SCAG Transportation Conformity Working Group (TCWG); review with Caltrans staff and assist in presentation to TCWG.
- Prepare qualitative assessment of mobile source air toxics (MSATs) following guidelines in the FHWA's "Interim Guidance Update on Air Toxic Analysis for NEPA Documents."
- Prepare qualitative discussion of construction impacts.
- Address impacts of the proposed projects on climate changes following the latest gridlines issued by Caltrans Headquarters at the time the analysis is conducted.
- Prepare an air quality impact section for inclusion in the environmental document.
- Once the project preferred alternative is selected, CONSULTANT will prepare an Air Quality Conformity Report for review and concurrence by FHWA.

Deliverables:

- AQA
- Completed TCWG Interagency Form
- Air Quality Conformity Report

Task 2.165.35 Water Quality Assessment Report (WQAR)

CONSULTANT will evaluate the effects that the proposed Project may have on water quality, hydrology and storm water runoff in the Project area. The Water Resources and Hydrology Technical Study will be prepared in accordance to the Caltrans Environmental Handbook, Volume 1, Storm Water Quality Handbook Project Planning and Design Guide, and Caltrans Storm Water Quality Handbooks. The Water Quality Assessment Report will also include discussions on the potential for the build alternatives to create impacts to local hydrology and drainage during construction. Rough hydrologic calculations (suitable for determination of estimated storm water runoff volumes) will be performed based upon topography and preliminary engineering plans. The impacts of the build alternatives will be evaluated and potential mitigation measures to alleviate both short-term (during construction) and long-term impacts will be identified.

Deliverable:

- Draft/Final WQAR

Task 2.165.40 Energy Studies

CONSULTANT will analyze the effects of the proposed project on energy consumption from both the construction and operational phases to support the environmental document preparation.

The analysis will be performed in accordance with Caltrans Environmental Handbook, Volume 1, Chapter 13, and the FHWA 1980 Energy Requirements for Transportation Systems. Tasks to be completed by the CONSULTANT include:

- Prepare a qualitative analysis to discuss construction and operation energy requirements and conservation potential of each project alternative.
- Discuss the project's long-term potential for energy savings and document conservation measures to be employed during the construction, operation, and maintenance phases.
- Prepare an energy impact analysis write-up for inclusion in the environmental document.

Deliverable:

- Energy section of the Environmental Document

Task 2.165.45 Relocation Impact Report (DRIR)

CONSULTANT will prepare a Relocation Impact Report in accordance with 49 Code of Federal Regulation (24 CFR 205), Caltrans Standard Environmental Reference and the Caltrans Right-of-Way Manual. Tasks to be completed by the CONSULTANT include:

- Collect and research information on the design alternatives and Right-of-Way maps to identify the number of displacements and determine the complexity and nature of the potential displacements.
- Identify and analyze impacts of potential displacements of commercial/residential
- Private properties within and adjacent to each proposed alternative. A table will be prepared summarizing the impacts to each property.
- Minimization measures will be developed for displaced businesses and identification of alternate site(s) for potentially displaced businesses will be identified
- Preparation of the Relocation Impact Report to summarize the potential displacements and impacts associated with the proposed project.

Deliverable:

- Draft/Final Relocation Impact Report

Task 2.165.50 Summary of Floodplain Encroachment Report

CONSULTANT will perform a floodplain evaluation in accordance with the requirements of Executive Order 11988 and CEQA guidelines. CONSULTANT will utilize the Floodplain Encroachment Evaluation Guideline, by reviewing the most recent Federal Emergency Management Agency (FEMA) Federal Insurance Rate maps of the Project area and identifying the limits of the base (100-year) floodplain and regulatory floodway. To assist in the evaluation of impacts of the Floodplain, Caltrans requires a Location Hydraulic study to be completed, which summarizes the results from hydraulic modeling. This report will include hydraulic modeling of pre- and post-project hydraulic conditions for construction within the flood plain and any proposed flood control improvements needed to mitigate water surface increases that may result from the proposed improvements. The report will include hydraulic modeling of pre- and post-project hydraulic conditions for construction within the flood plain and any proposed flood control improvements needed to mitigate water surface increase that may result from the proposed improvements. Hydraulic models used at this stage will be limited to a distance of 500 feet upstream and 500 feet downstream of proposed structure.

Deliverable:

- Draft/Final Location Hydraulic Study
- Draft/Final Floodplain Encroachment Report

Task 2.165.55 Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)

CONSULTANT will perform a literature/records review that focuses on the entire project study area. The literature review will include all pertinent paleontological and geologic literature. The records review will include a check of the Regional Paleontological Locality Inventory (RPLI), an Argus-based computerized database and archive of maps housed at the San Bernardino County Museum (SBCM). The CONSULTANT team will perform field studies to confirm findings made during the literature search should the literature search indicate a potential for high paleontological sensitivity within the project area. A spot-check field reconnaissance will confirm literature interpretations by delineating geologic units exposed at the surface along the proposed project alternatives and improvement areas. If resources are present, the significance of the resources will be assessed. Documentation with GPS of any paleontological resources encountered, including their regional context will be performed. No collection of resources will occur during the field reconnaissance.

Optional Service:

If paleontological resources are found within the project area, a ***Paleontological Mitigation Plan*** must be prepared. CONSULTANT will coordinate with the AUTHORITY to determine additional scope and cost required for this task.

Deliverable:

- Draft/Final PIR/PER

Task 2.165.60 Hazardous Waste Initial Site Assessment (ISA)

CONSULTANT will conduct a hazardous waste initial site assessment (ISA) of the build alternatives. The results of the ISA will then be used to determine the level of further investigation required. The purpose of the Hazardous Waste Initial Site Assessment (ISA) is to review potential hazardous material/waste impacts associated with the proposed corridor. Information developed during the ISA can be used to evaluate human health risk during construction, long-term risk to human health and the environmental following construction, and possible legal or logistical implications associated with contaminated sites along the corridor. CONSULTANT will prepare an ISA consistent with *Caltrans Preparation Guidelines for Initial Site Assessments.* Tasks to be completed by the CONSULTANT include:

- Conduct an agency records search to identify hazardous waste sites located within the project study area and classified as a hazardous waste site under State law. The records search will also identify business types located within the project study area that would be likely to store, transfer, or utilize large quantities of hazardous materials. CONSULTANT will utilize a database service to perform this search with a ½-mile search radius from the project boundaries.
- Conduct a field inspection and visual survey of the project area via available public access to identify obvious areas of hazardous waste contamination.
- If hazardous waste sites are identified within the project study area (via governmental records and/or the visual survey), CONSULTANT will evaluate potential impact to the project and

identify subsequent procedures to further evaluate the extent of potential contamination and remediation requirements.

Task 2.165.65 Aerially Deposited Lead (ADL)

CONSULTANT will test unpaved areas of the project at a spacing of 100 to 200 feet for ADL contamination and present the findings in a report. CONSULTANT will utilize an in-house Health and Safety Plan and submit a Work Plan for field activities to be approved prior to field work. The Health and Safety Plan will include guidelines for the use of personal protective equipment and sampling procedures and address procedures for sampling and laboratory analysis. Hand augers may be used and advanced to a minimum depth of 4 feet to collect samples in unpaved areas. Samples sent to the certified laboratory will be analyzed for lead using the EPA Method 6010B/7000, at a minimum. Soil with total lead concentrations in excess of 50 mg/kg must be analyzed for soluble lead using the WET, TCLP, and de-ionized water extract methods. The results of the sampling and testing will be statistically analyzed using methods consistent with Caltrans requirements.

Deliverable:

- ADL Report

Task 2.165.70 Asbestos and Lead Studies

CONSULTANT will investigate bridge materials for the presence of asbestos and/or lead in paint. The survey for each bridge location will consist of sampling accessible, suspect friable and non-friable asbestos containing materials (ACMs) and suspect lead-based paints (LBPs) observed on any of the readily accessible bridge structural components. Consultant will provide a survey of the project work area using an accredited Certified Asbestos Consultant (CAC), Certified Site Surveillance Technician (CSST), and California Certified Department of Health Services (DHS) Project Monitor certified in lead inspection and risk assessment. The Survey will serve to assist AUTHORITY in the identification of ACM and LBP at the subject site as required by the EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP) in 40 CFR Part 61, and the Occupational Safety and Health Administration (OSHA) in 29 CFR Part 1926.1101. Bulk samples of suspect ACM and LBP will be collected for laboratory analysis. All sample analysis shall be conducted by an accredited laboratory. Some minor isolated damage to bridge structure materials during the sampling procedures may occur; however, Consultant must attempt to limit such damage to the nominal amount necessary for sample collection. The results of the sampling and testing will be properly analyzed using methods consistent with Caltrans requirements. The findings will be submitted in a project ACM/LBP report.

Deliverable:

- Asbestos/Lead Paint Survey Report

Optional Services:

If the ISA identifies potentially contaminated sites or properties, the available information must be evaluated to determine whether it is adequate to estimate risk to the Department and impacts to the project cost, scope, and schedule. Specifically, determine whether there is enough information to adequately estimate remediation (clean up) costs to support the evaluation of alternatives in an environmental document. If the available information is not adequate to meet all of these needs, a ***Preliminary Site Assessment (PSI)*** and potentially, a ***Detailed Site Assessment (DSI)*** will be

required. The results of these investigations will be used to prepare the hazardous waste section of the environmental document.

The PSI consists of a confirmatory investigation to determine whether suspected contamination is actually present on the property or site. If the PSI indicates the presence of contamination that may impact the project, but does not adequately delineate it, then a DSI is necessary. A DSI is conducted to determine the full nature and extent of contamination so that remediation costs, impacts to project scope and schedule, and future liability to the state can be realistically estimated.

CONSULTANT will coordinate with the AUTHORITY to determine additional scope and cost required for this task.

Deliverable:

- Draft/Final ISA

Task 2.165.75 Jurisdictional Delineation (JD)

Tasks to be completed by the CONSULTANT include:

- As part of the delineation preparation, JD forms or Preliminary JD forms will be prepared by the CONSULTANT and submitted for agency review.
- CONSULTANT will ensure that the wetland delineation is approved through Caltrans prior to being forwarded to the United States Army Corps of Engineers for issuance of a jurisdictional determination. The report will include information on existing conditions, soils, hydrology, watersheds, National Wetland Inventory data, and other pertinent information. The report will be prepared to accompany the jurisdictional permit applications for the project.

Deliverables:

- Draft/Final Wetlands Delineation Report
- Rapanos Forms (To accompany wetland delineation report)

Task 2.165.80 Natural Environment Study (NES)

The NES will be prepared using the Caltrans prescribed format, available on the Standard Environmental Reference website.

Optional Service:

If there are endangered species or suitable habitat present on the project site, a Biological Assessment (BA) will be required. CONSULTANT will coordinate with the AUTHORITY to determine additional scope and cost required for this task.

Deliverable:

- Draft/Final NES

Task 2.165.85 Archaeological Survey

An APE map is required as part of the cultural resources study. Consultant will Prepare an APE map using aerial photo base (following Caltrans SER guidance) and APE boundary definition to include direct impacts (ground disturbance and property encroachment) & indirect impacts (e.g., changes to setting.) Consultant will review the APE map with Caltrans Professionally Qualified Staff (PQS) and revise as necessary and prepare final the APE map for Caltrans signature.

CONSULTANT will conduct a records search. The records search will identify the locations and extent of previous surveys conducted within one mile of the Project area and will identify previously recorded cultural resources located within or near the APE. In addition, the records search will identify resources located within or near the project area that are listed on, or determined eligible for listing on, the National Register of Historic Places and/or the California Register of Historical Resources. Historic maps and historic air photos of the project area also will be consulted. A search of the Sacred Land file will be requested from the California Native American Heritage Commission (NAHC) in Sacramento to determine whether cultural resources important to Native Americans are present within or near the Project area.

CONSULTANT will perform a survey of the direct APE for the build alternatives. The survey will be completed using pedestrian transect intervals spaced 15 meters apart in undeveloped areas. In areas where previously recorded sites are present, 5-meter transect intervals will be used. In developed areas, unpaved areas will be examined for archaeological material. Previously recorded sites will be field checked and their current condition will be noted. Boundaries of all sites will be recorded in the field using a resource grade GPS unit. The GPS coordinates will be used to plot the site boundaries on the APE Map so that it can be determined whether all or a portion of each site falls within the Direct APE. Archaeological resources identified as a result of the field survey, will be described in the Archeological Survey Report (ASR) and on DPR 523 forms. The DPR 523 forms will be appended to the ASR.

Native American Consultation is required as part of the Section 106 processes. The CONSULTANT will request a list of Native American contacts for the project area from the California Native American Heritage Commission (NAHC). Letters will be sent to the Native American contacts requesting information and concerns about any resources within the APE of which the contacts may have knowledge. Follow-up phone calls will be made to contacts who do not respond to the letter. Phone calls will be documented on a Record of Conversation form. A log documenting the dates and results of contacts will be prepared. The written responses from Native Americans, the Records of Conversation, and the responses log will be provided in an attachment to the HPSR. A summary of the Native American responses will appear in the HPSR and the ASR. Letters will also be sent to historical societies and other interested parties which may have knowledge of cultural resources in the Project area.

Deliverables:

- Draft/Final APE Map
- Native American consultation letters
- Interested Party consultation letters
- Records of Conversation and Native American coordination and comment response log
- Archaeological Survey Report (ASR)

Task 2.165.90 Historical and Architectural Resource Studies

The Historic Property Survey Report (HPSR) is the principal format used to present the findings of all cultural resources studies for federal undertakings as required by 36 CFR Part 800. The HPSR will be prepared following the procedures outlined in Caltrans' Standard Environmental Reference, Volume 2: Cultural Resources, and in accordance with the requirements under the Programmatic Agreement among FHWA, the Advisory Council on Historic Preservation, and the California State Historic Preservation officer (SHPO), and Caltrans regarding compliance with Section 106 of the national Historic Preservation Act, as it pertains to the administration of the

Federal-Aid Highway Program in California (Section 106 PA). Tasks to be completed by the CONSULTANT include:

- Conduct research as necessary for Phase I documentation of Prehistoric and Historic Archaeological sites.
- Completion of Archaeological Survey Report (ASR) per Task 2.165.80 and historic archaeological components of HRER.
- Completion of built environment portion of HRER, and production of final HRER.
- Contact w/Native American Heritage Commission and appropriate Tribal entities.
- Elimination of Prehistoric and Historic Archaeological sites that clearly do not meet National Register criteria will be carried out during the survey, when appropriate, to eliminate this type of site from future Phase 2 evaluation.
- Completion of all additional related Section 106 and Section 4(f) Compliance Requirements required for Phase I compliance.

Deliverables:

- Draft/Final HRER (to be appended to HPSR)
- Draft/Final HPSR

Task 2.165.95 Section 4(f) Evaluation

CONSULTANT will prepare a Sections 4(f) Evaluation in accordance with the Caltrans Environmental Handbook, Volume 1, Chapter 20 and FHWA Technical Advisory (Technical Advisory T 6640.8A). Tasks to be completed by the CONSULTANT include:

- Conduct and summarize an inventory of potential Section 4(f) resources within the project study area. The study area is defined as "area of influence" on either side of either alternative, assumed to be 500 feet.
- Prepare an initial consultation letter, to be sent out to resource owners and operators (if lease arrangements in place), confirming ownership, usage particulars, public access, and accuracy of inventory description. Solicit owner assessment of significance of resource.
- Conduct individual meetings with resource owners and lessees (if applicable) to firm up descriptive information, resource usage and other factors pertinent to Section 4(f) Evaluation. Document each meeting and update resource descriptions, as appropriate.
- Prepare overlay of Right-of-Way with Section 4(f) resources, to assess potential direct impacts.
- Prepare assessment of potential indirect impacts (e.g., noise, air quality, access, other) on adjacent resources.
- Prepare assessment of potential construction-period impacts on adjacent resources.
- Review current Programmatic Agreements for applicability to identified resources; summarize results.
- Assess severity of impacts (direct and indirect) and characterize "use" as per Section 4(f) requirements. Distinguish among "de minimus", "use", and "constructive use."
- Consult with resource owners/operators to discuss potential uses identified, and proposed mitigation measures.

- Inventory parklands within project influence area; assess ownership and potential past funding under Section 6(f) of the Land and Water Conservation Act. Evaluate potential direct and indirect impacts; determine potential for mitigation (e.g., land area restoration).
- Prepare Draft Section 4(f) Evaluation in conformance with Caltrans SER guidance and format. Describe avoidance alternatives and their consequences, where available. Develop and describe mitigation measures.
- Prepare Final Section 4(f) Evaluation, taking into account negotiations with resource owners/operators, comments and responses, selection of project alternative for implementation, and applicability of Programmatic Agreements and/or "de minimus" findings.

Deliverable:

- Draft/Final Section 4(f) Evaluation

TASK 2.165.100 CLIMATE CHANGE

CONSULTANT will analyze the effects of the proposed project on climate change and greenhouse gas emissions from both the construction and operational phases to support the environmental document preparation. CONSULTANT will prepare a quantitative analysis using the CT-EMFAC or EMFAC model for separate analyses of a representative build alternative and the no-build alternative.

Deliverable:

- Draft/Final quantitative climate change analysis
- Climate change section of the Environmental Document

TASK 2.170 – PERMITS & AGREEMENTS

Task 2.170.05 Resource Agency Permit Related Coordination

CONSULTANT will prepare for and conduct meetings to initiate, establish and maintain communication with the resource agencies. These meetings will confirm the scope and obtain concurrence of relevant technical studies. CONSULTANT will prepare and distribute pre-meeting materials, which may consist of a meeting invitation notice, meeting agenda, and a project description. CONSULTANT will prepare meeting exhibits for each meeting.

CONSULTANT will coordinate with the appropriate agencies to delineate the biological study area and determine the need for a Section 404 (individual or nationwide) permit and Section 1602 Agreement (Streambed Alteration Agreement). The Consultant will also coordinate with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) to identify state and federally listed threatened and endangered species potentially in the area. The Consultant will identify applicable permits necessary for implementation of the construction phase of the Project. Coordination with USFWS, CDFG, United State Army Corps of Engineers (ACOE), etc. will be necessary.

Deliverables:

- Pre-meeting materials (Agenda, sign-up sheet, project descriptions)
- Meeting exhibits
- Agency meeting minutes file

- Identify applicable construction permits

Task 2.170.10 Modified Access Report (MAR)

CONSULTANT will develop text, traffic studies, exhibits and cost estimates required for the preparation of a MAR. CONSULTANT will prepare the MAR in accordance with Caltrans Project Development Procedures Manual and FHWA requirements. Per FHWA requirements, CONSULTANT will complete conceptual sign plans to determine the location of major freeway signage to support each alternative.

Deliverables:

- Approved MAR
- Conceptual plans of major freeway signage supporting each alternative

TASK 2.175 – PREPARE AND CIRCULATE DRAFT ENVIRONMENTAL DOCUMENT

An Environmental Document will be prepared in accordance with the Caltrans SER, FHWA Technical Advisory T6640.8A, 23 CFR 771, and SAFETEA-LU Section 6005. CONSULTANT will prepare an Environmental Document incorporating an environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative effects of the project, mitigation measures, and a list of potential permits required. CONSULTANT shall prepare, as separate deliverables in advance of the screencheck draft ED for AUTHORITY and Caltrans approval, the project Purpose and Need and the Project Description.

Task 2.175.05 Screen-check Draft IS/EA

CONSULTANT will prepare a Screen-check Draft IS/EA in accordance with the Caltrans Environmental Handbook (latest Annotated Outline), FHWA Technical Advisory T6640.8A, and Council on Environmental Quality (CEQ) guidance. The screen-check Draft IS/EA will incorporate the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the project. Tasks to be completed by the CONSULTANT include:

- Prepare a Screen-check Draft IS/EA following the guidance stated above.
- Prepare an Environmental Document Preparation and Review Tool and an External Quality Control (QC) Certification for submittal to AUTHORITY and Caltrans along with the Screen-check Draft IS/EA.
- Revise Screen-check Draft IS/EA per AUTHORITY and Caltrans' comments.

Deliverables:

- Screen-check Draft IS/EA with Environmental Document Preparation and Review Tool and External QC Certification Sheet.

Task 2.175.10 Draft IS/EA

Once CONSULTANT finishes revising the Screen-check Draft IS/EA to incorporate AUTHORITY and Caltrans comments, CONSULTANT will prepare a Draft IS/EA for submittal to Caltrans Headquarters and Legal Division for review and comment. Tasks to be completed by CONSULTANT include:

- Prepare and submit a final Draft IS/EA and final technical studies along with the updated Environmental Document Preparation and Review Tool and External QC Certification Sheet to Caltrans to send to Caltrans Headquarters and Legal Division for review and comment.
- Revise a Final-Draft IS/EA per Caltrans Headquarters and Legal Division comments.
- Re-submit the Draft IS/EA along with the response-to-comments matrix to Caltrans Headquarters and Legal Division for approval to circulate.
- Prepare a stand-alone Executive Summary of the Draft IS/EA.

Deliverables:

- Final Draft IS/EA along with Environmental Document Preparation and Review Tool, and External QC Certification Sheet, and 1 hard copy and 1 electronic copy of the Final Technical Studies.
- Executive Summary of the IS/EA

Task 2.175.15 Obtain Approval to Circulate

Once Caltrans HQ and the Legal Division are satisfied with the Draft IS/EA and issue an approval letter, CONSULTANT will work in close coordination with the Caltrans Environmental Coordinator to prepare all required notices to circulate the Draft IS/EA. Tasks to be completed by the CONSULTANT include:

- Prepare Notice of Completion (NOC) to be transmitted to the State Clearinghouse, Office of Planning and Research.
- Submit all notices to AUTHORITY and Caltrans for approval and signatures.

Deliverable:

- Approved Circulation Draft IS/EA

Task 2.175.20 Circulate Draft Initial Study (IS)/Environmental Assessment (EA)

Following approval of the Draft IS/EA, a Notice of Availability (NOA), Notice of Intent to Adopt a Mitigated Negative Declaration (NOI), and a Notice of Public Hearing (NOPH) will be prepared for publication. The notices will be placed at least once in newspapers of general circulation, posted on and off site, and mailed directly to owners and occupants of contiguous properties. CONSULTANT will assist in conducting a formal Public Hearing. A Record of Public Hearing will be prepared and submitted to AUTHORITY and Caltrans. The public hearing will conform to the requirements of Caltrans' Project Development Procedures Manual, Chapter 11, and Article 7. When approval to circulate has been obtained from Caltrans and confirmed by the signed title sheet, CONSULTANT will circulate the Draft IS/EA with an unsigned Mitigated Negative Declaration (MND)/Finding of No Significant Impact (FONSI) in accordance with the requirements of the Caltrans' SER. Before the Draft IS/EA is circulated, the Draft PR must be approved to ensure that the project concept in the Draft IS/EA is consistent with the Draft PR. The Draft IS/EA will be circulated to responsible agencies, trustee agencies, state, federal, and local agencies that have jurisdiction by law, bordering cities and counties, and other applicable groups or persons as suggested in Caltrans's SER. Tasks to be completed by the CONSULTANT include:

- Publish up to 50 hard copies of the Draft IS/EA, up to 200 copies of the Executive Summary, and up to 200 copies of the CD ROM containing electronic files of the Draft IS/EA and Executive Summary
- Submit a NOC and copies of Draft IS/EA to the State Clearinghouse
- Distribute the Draft IS/EA to federal, state, and local agencies as well as interested parties contained on the Master Distribution list for review and comments.
- Coordinate with the AUTHORITY and Caltrans to post the electronic version of the Draft IS/EA on the websites for public review and comments.
- File a NOC with the County Clerk, and AUTHORITY Clerk
- Consultant will maintain and update the distribution and invitation lists throughout the environmental review process.

Deliverables:

- 50 hard copies of the Draft IS/EA
- 200 hard copies of the Executive Summary
- 200 copies of CD ROM containing electronic files of the Draft IS/EA and Executive Summary
- Updates to Master Distribution/Invitation Lists

Task 2.175.25 Public Outreach Support and Public Meetings

Under the direction of the AUTHORITY and Caltrans, CONSULTANT will make all necessary preparations for Public Meetings, including Open House meetings during project development and Public Hearings during the public circulation of the Draft IS/EA.

CONSULTANT will provide logistical support for each meeting, including preparation of meeting notices, advertisements, site coordination and planning, sign-in sheets, and staff (bilingual). CONSULTANT will prepare poster size exhibits and a PowerPoint slide presentation to be used during the meeting. Comments will be solicited through the provision of comment cards and the availability of a bilingual court reporter. CONSULTANT will create visual displays for the Draft IS/EA Public Hearing. These visuals may include display boards and looping PowerPoint slides. Visuals will be submitted to Caltrans and other agencies for approval prior to the public meeting. CONSULTANT will arrange a court reporter to prepare a script of all public hearings to be arranged during the public review period.

Deliverables:

- Website materials
- Collateral materials (Newsletter, FAQ sheets, brochures, etc.)
- Draft Comment Card or Project Questionnaire
- Public Meeting comment log
- Public Meeting PowerPoint presentation
- Meeting exhibits
- Script of each public hearing

Task 2.175.30 Prepare Response-to-Comments Matrix

CONSULTANT will maintain documentation and provide response to internal and public

comments on the Draft IS/EA. A response-to-comments matrix outlining how and where the revisions to the documents have been made will be included in the revised Draft and Final IS/EA. The response-to-comments matrix will be provided to the AUTHORITY and Caltrans for review and concurrence prior to finalization of the Draft and Final IS/EA.

Deliverable:

- Response to Comments Matrix

Task 2.175.35 Select Preferred Project Alternative

CONSULTANT will participate in workshops to be arranged by the AUTHORITY, Caltrans, and PDT members to evaluate all factors important to the identification of the preferred alternative. CONSULTANT will prepare the Preferred Alternative Section for inclusion in the Final IS/EA outlining the steps undertaken to reach the conclusion.

Deliverable:

- Preferred Alternative identification

Task 2.175.40 Environmental Documents Quality Control

CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and Caltrans QA/QC procedures, including the 5-step NEPA QC process.

Deliverable:

- Quality Assurance/Quality Control documentation

TASK 2.180 – PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)

After the public distribution of the Draft Project Report and Draft Environmental Document, CONSULTANT will prepare a Final Project Report and Final Environmental Document to document the selection of the preferred alternative and update the cost estimate.

Task 2.180.05 Final Project Report

CONSULTANT will circulate an Administrative-Draft Final Project Report and respond to review comments. A Final Project Report will be circulated for comments and review. Comments received will be addressed and a Final Project Report will be resubmitted and circulated for signatures. CONSULTANT will update and obtain approval of the SWDR.

Deliverables:

- Approved PR
- Approved SWDR

Task 2.180.10 Final Environmental Document

CONSULTANT will update the Draft Environmental Document to identify the rationale for selection of the Preferred Alternative, including work on the Final Environmental Document (FED), Findings, and Statement of Overriding Considerations. CONSULTANT will complete formal and informal review of FED including all required quality control reviews.

- ***Environmental Commitment Record (ECR):*** CONSULTANT will develop an ECR to be included with the Final IS/EA submittal. The plan will identify mitigation measures necessary to minimize or reduce potential significant environmental impacts to a less-than

significant level. The ECR will identify all design, construction and post-regulatory mitigation requirements, the responsible party, timing, and verification. Monitoring may include the submittal of monitoring sheets/reports to Caltrans, and other agencies.

- ***Final Environmental Document (MND/FONSI):*** Following the development of the ECR, the Final IS/EA will be prepared and submitted for approval. The proposed MND will be signed and incorporated into the Final IS/EA. The Final IS/EA will also become part of the Project Report. The Final IS/EA will be submitted for approval and signature along with the FHWA *Checklist for Final Documents,* and a request to issue a FONSI. Following Caltrans review, any comments will be addressed and the Final IS/EA will be re-submitted.

Deliverables:

- Approved ECR
- Final IS/EA

Task 2.180.15 Notice of Determination (NOD) and Notice of Availability (NOA)

Filing of the Notice of Determination (NOD) completes the CEQA Environmental Document. A Draft NOD will be prepared and submitted to Caltrans for review and comment. Following this review, a final NOD will be prepared and submitted to Caltrans. CONSULTANT will send a copy of the Notice of Determination and a copy of the Notice of Availability - FONSI (NOA - FONSI) to the State Clearinghouse along with proof of payment of an environmental filing fee and/or a De Minimis Impact Finding to the State Department of Fish and Game.

Deliverables:

- Filed Notice of Determination (NOD)
- Filed Notice of Availability (NOA) - FONSI

OPTIONAL SERVICES

TASK 3.185 – PREPARE BASE MAPS & PLAN SHEETS

TASK 3.205 – PERMITS, AGREEMENTS DURING PS&E

TASK 3.230 – DRAFT PS&E

TASK 3.235 – MITIGATE ENVIRONMENTAL IMPACTS

TASK 3.240 – DRAFT STRUCTURE PS&E

TASK 3.250 – FINAL STRUCTURE PS&E

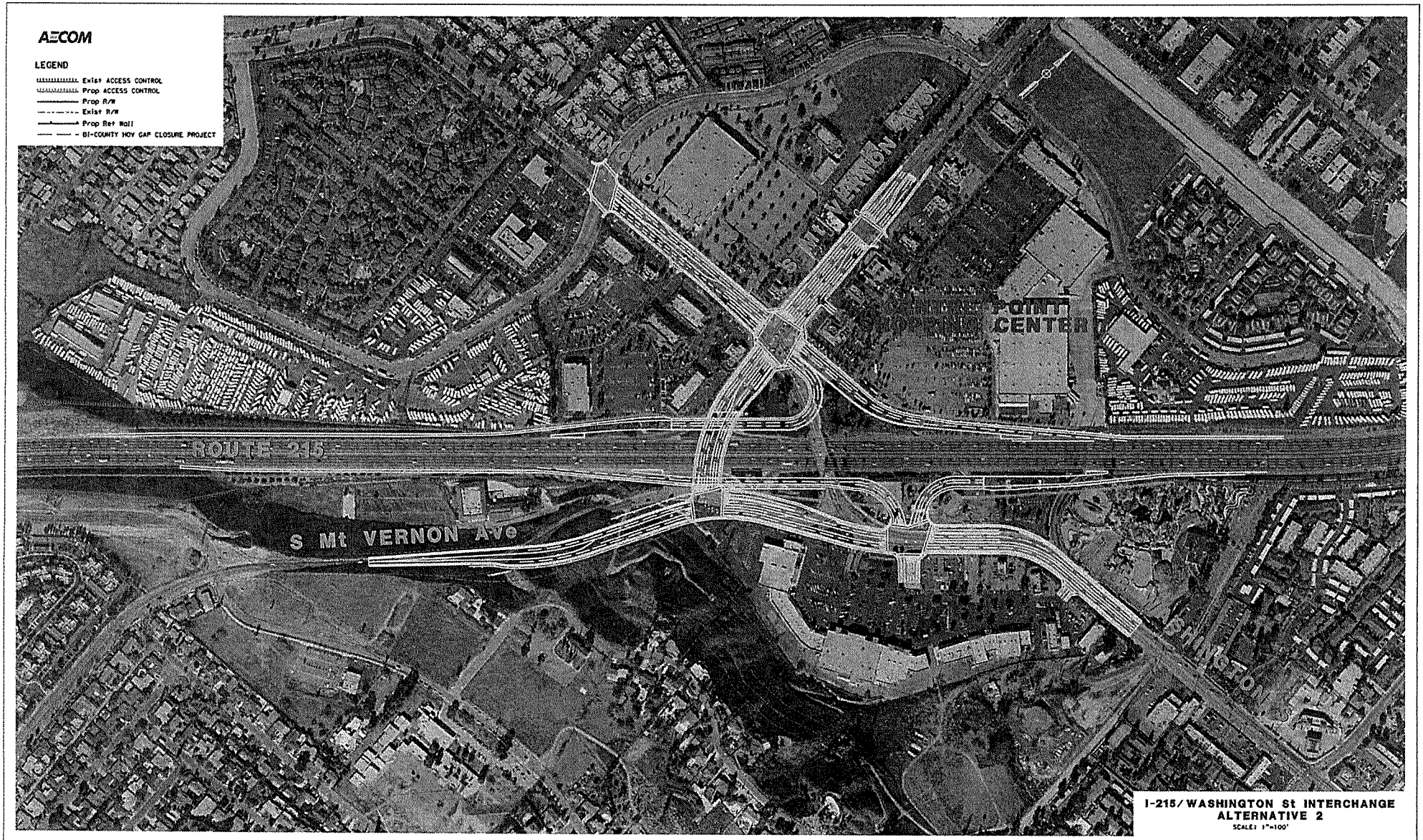
TASK 3.255 – FINAL DISTRICT PS&E

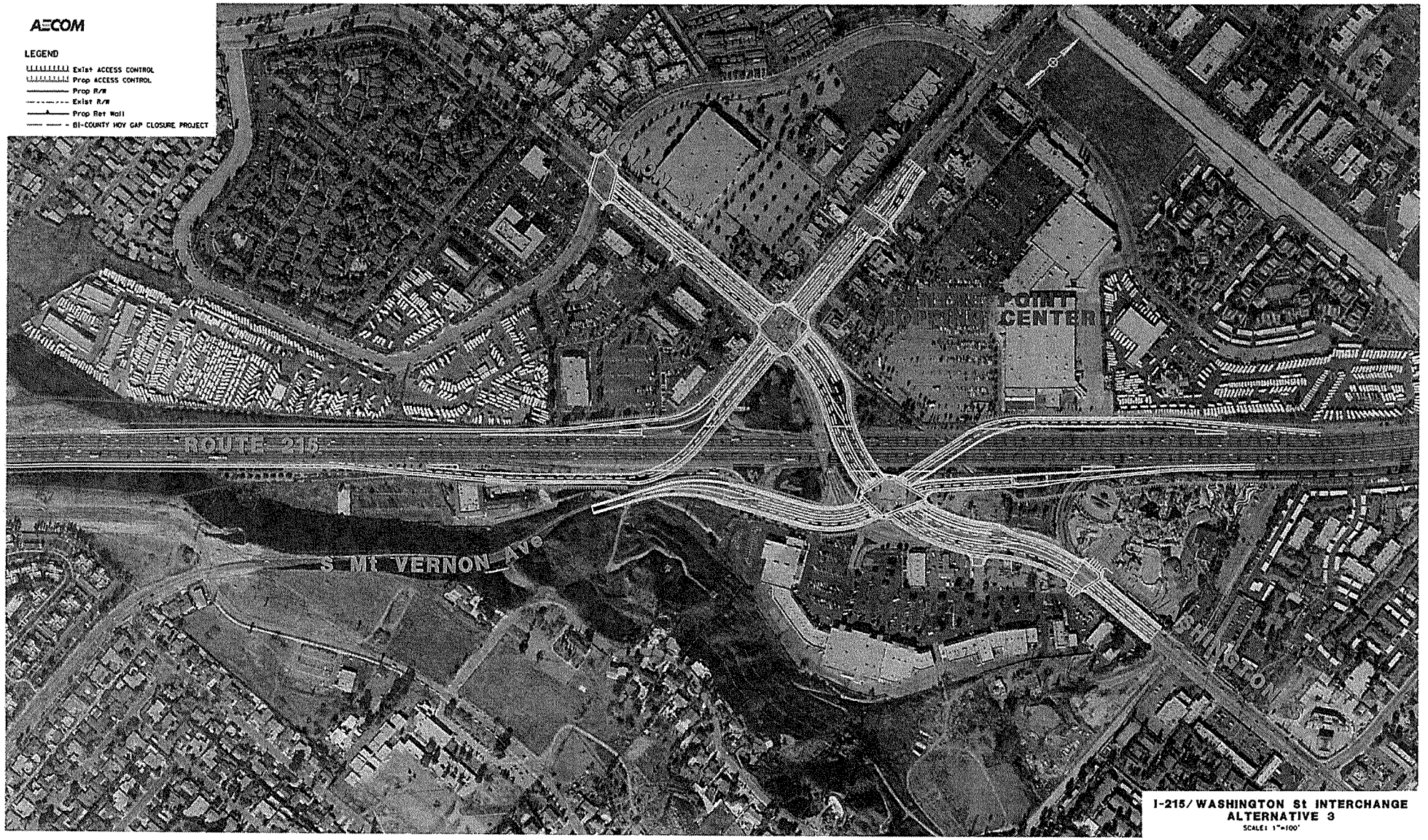
TASK 3.260 – FINAL CONTRACT BID DOCUMENTS

TASK 3.265 – ADVERTISE, & AWARD CONSTRUCTION CONTRACT

TASK 4.200 – UTILITY RELOCATION

TASK 4.220 – PERFORM RIGHT-OF-WAY ENGINEERING


AECOM
LEGEND
Exist ACCESS CONTROL
Prop ACCESS CONTROL
Prop R/W
Exist R/W
Prop Ret Wall
BI-COUNTY HOV GAP CLOSURE PROJECT
ROUTE 215
S Mt VERNON AVE
POINTE CENTER
I-215/ WASHINGTON St INTERCHANGE
ALTERNATIVE 2
SCALE: 1"=100'



I-215/WASHINGTON St INTERCHANGE
ALTERNATIVE 3
SCALE: 1"=100'

Governments
SANBAG
Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: March 15, 2012

Subject: Right-of-Way appraisals and acquisition for the Laurel Street Grade Separation Project

Recommendation:* 1. Approve appraisals on properties needed for the Laurel Street Grade Separation Project for one full acquisition, 7 permanent easements, 12 temporary construction easements, and 8 utility easements on 13 properties in the City of Colton as identified in Attachment "A", copies of which are on file with the Director of Project Delivery.

2. Authorize acquisition of parcels needed for the Laurel Street Avenue Grade Separation Project as listed in Attachment "A" at a not to exceed aggregate total of $1,098,000.

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 Laurel Street Grade Separation Project similar to that procedure utilized pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507).

Background: The Laurel Street Grade Separation Project will improve safety and reduce traffic delays along Laurel Street by separating pedestrians and vehicles from train traffic on six tracks along the BNSF rail line. SANBAG is the lead agency for the Right of Way (ROW) phase according to Memorandum of Understanding (MOU)

*

Approved
Major Projects Committee

Date: *March 15, 2012*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
MPC1203b-pm
Attachment: MPC1203b1-pm and MPC1203b2-pm

No. C10201 that was executed between SANBAG, the City of Colton, Union Pacific Railroad, and BNSF Railway in May 2010.

The environmental document for the Laurel Street Grade Separation Project was approved in December 2011, which cleared the way for SANBAG to proceed with the right-of-way acquisition process.

Recommendation 1: The project requires one full acquisition and the acquisition of a total of 8 permanent easements, 16 temporary construction easements, and 11 utility easements on 17 properties total needed for the project. Appraisals for four properties have not been finalized; as such, this agenda item addresses only 13 out of 17 properties needed for the project.

As an agent to SANBAG, Overland, Pacific & Cutler, Inc. (OPC) has completed appraisals of the subject properties shown on Attachment "A" and the required documentation for acquisition. Copies of these appraisals are on file with the Director of Project Delivery. Staff recommends approval of these appraisals.

Recommendation 2: The total estimated acquisition cost for the 13 properties identified in Attachment "A" is $1,098,000 and includes the appraised costs, relocation assistance, and demolition costs, and includes an approximate 25% contingency above the appraised values contained in the appraisal reports. The next step in the process requires negotiations with property owners and execution of ROW Acquisition Agreements.

Staff is recommending that the Board authorize staff to proceed with the acquisition of the properties identified in Attachment "A", for an aggregate amount not to exceed $1,098,000. Staff would like to make the Board aware that while condemnation actions for these properties is a last resort and while 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 project ROW phase will be funded with Measure I Valley Major Streets and contributions from UPRR and the City of Colton.

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 the agreement, 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 properties identified herein. Standard SANBAG agreement format will be used for these acquisitions and a copy of this standard agreement is attached for reference as Attachment "B".

The table below summarizes the current project schedule:

Environmental Approved	September 2011
Design Approved & R/W Certified	January 2013
Start Construction	March 2013
End Construction	March 2015

Financial Impact: This item is consistent with the adopted Fiscal Year 2011/2012 budget. Funding for this contract will be provided under Task No. 88412000. The funding sources are: MSI 2010-Valley Major Streets; Local – UPRR; and Local – City of Colton.

Reviewed By: This item will be reviewed by the SANBAG Major Projects Committee on March 15, 2012 and it has been reviewed by SANABG Legal Counsel. ROW Acquisition Agreements have been reviewed by SANBAG's on-call ROW legal firm, Woodruff, Spradlin, & Smart as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

MPC1203b-pm
Attachment: MPC1203b1-pm and MPC1203b2-pm

Attachment "A"

Laurel Street Grade Separation Project - Parcels Information

A.P.N. #	OWNER	TYPE
0160-241-11	CIP Investments LP	Permanent Easement Temporary Construction Easement Public Utilities Easement Drainage Easement
0161-061-39	Williams Furnace Company	Permanent Easement Temporary Construction Easement Public Utilities Easement
0160-242-32 0160-242-33 0160-242-34 0160-242-40 0160-151-17 0160-161-04 0161-061-37 0161-061-38 0161-081-01 0161-081-12	Atchison, Topeka & Santa Fe Railroad Company	Permanent Easement Temporary Construction Easement Public Utilities Easement Access Easement Maintenance Easement
0160-242-45 0160-242-46	Marcus & Rosemary Aguirre Dept of Veteran's Affairs	Permanent Easement Temporary Construction Easement
0161-081-10	Ernesto & Ivelisse Alcala	Permanent Easement Temporary Construction Easement Public Utilities Easement Access Easement
0161-091-11	Francisco & Virginia Huape	Full Acquisition Public Utilities Easement Access Easement
0161-091-10	Carmen Rodriguez	Permanent Easement Temporary Construction Easement Public Utilities Easement
0161-091-13	Sergio & Emelina Diaz	Permanent Easement Temporary Construction Easement Public Utilities Easement
0161-091-22	Gregorio Morones	Temporary Construction Easement
0161-091-21	7 Dolphins Properties	Temporary Construction Easement
0160-151-16	Burchco, LLC	Temporary Construction Easement
0160-242-23	Rieder Enterprises, LLC	Temporary Construction Easement Public Utilities Easement
0160-161-02	San Bernardino Flood Control District	Temporary Construction Easement

PARCEL NO.:
APN:
TITLE REPORT NO:
PROJECT:
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, a public agency of the State of California, (hereinafter called "Commission"), and _____ (hereinafter called "Seller") for acquisition by Commission of certain real property hereinafter set forth for the construction of the Laurel Street Grade Separation Project (hereinafter called the "Project").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller owns that certain real property identified as Assessor Parcel Number _____, located at _____, in the City of San Bernardino, County of San Bernardino, State of California. 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 legally described and depicted 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. 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 described and depicted on the attached Exhibit "B" and incorporated herein by this reference (hereinafter the fee acquisition and temporary construction easement shall be collectively referred to as the "Property").

3.2. Seller further agrees to execute and thereby convey to Commission the deed(s) attached hereto as Exhibit "C" and incorporated herein by this reference. The Commission will have the right to record the deed(s) in the County Recorder's Office for the County of San Bernardino.

4. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of said deed(s) to Commission, provide Commission 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.

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 reconveyances 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(s) 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 escrow, recording and title insurance fees incurred in this transaction.

8. POSSESSION AND USE. Commission requires immediate possession of the Property to construct the 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 Property, 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 Property shall be conditioned upon and shall commence on the date said sum is paid into escrow (as defined above). 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 rights or claims that Seller has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Seller, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Commission and any and all of Commission's employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: relocation assistance or benefits, if any, to which Seller may be entitled pursuant to applicable sections in Chapter 16 of Division 7 of Title 1 of the California Government Code (Gov. Code sec. 7260, et seq.) ("California Relocation Assistance Law"), regulations adopted by the State of California to implement or pursuant to the California Relocation Assistance Law, and/or the Federal Uniform Relocation Assistance Act (42 U.S.C. sec. 4601, et seq.), regulations adopted by the Federal Government to implement 42 U.S.C. sec. 4601, et seq., pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback from Commission, or receive any financial gain from, Commission's sale of any portion of the Property, any right to challenge Commission's adoption of a resolution of necessity, any right to receive any notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any other obligation placed upon Commission pursuant to Code of Civil Procedure sections 1230.020 through 1273.050, any other rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025, and claims litigation expenses, attorney's fees, statutory interest and/or costs.

10. WAIVER UNDER SECTION 1542. The parties intend that this Agreement will result

in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete, except as expressly provided herein. Accordingly, except as provided herein, upon and subject to the Close of Escrow:

A. Pursuant to the releases set forth in this Agreement, Seller and Commission each hereby specifically waive the provision of section 1542 of the Civil Code of the State of California which provides:

> "a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

B. Seller and Commission each represents and warrants that he/she/it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of their choice.

11. CONSTRUCTION CONTRACT AND CURATIVE WORK. 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. (if applicable)

a. It is further understood between the parties hereto that if the improvements referred to in Paragraph 11b 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.

12. 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 to perform

the construction items referred to in Paragraph 11a above and for any of the following reasons.

a. To make necessary and reasonable inspections.

13. 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.

14. 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 with the dismissal of any eminent domain action pertaining to the Property.

15. 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. Seller shall not do anything which would impair Seller's title to any of the Property until after the Close of Escrow.

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 the lawful owner of the Property and has good, clear title to the Property.

g. Seller shall maintain the Property in good condition and shall perform all of its

obligations under any service contracts or other contracts affecting the Property.

h. Each of the above warranties and representations is material and is relied upon by Commission separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date that the deeds are recorded and shall survive the recording of the deeds.

16. 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).

17. 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.

18. 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).

19. 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.

20. 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.

21. NO BROKERS. Commission and Seller each represents to the other that no brokers have been involved in this transaction. Any party in breach of this provision will indemnify the non-breaching party against any claim, suits, damages and costs incurred or resulting from the claims of any person for any brokerage fee or compensation due in connection with this transaction pursuant to a written agreement made with said claimant.

22. 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.

23. 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 if its interests or rights under this Agreement or under the Escrow without the consent of Seller.

24. 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.

25. 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.

26. NOTICES. Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following addresses:

To Seller:	**To Commission:**
_____	
_____	
_____	
_____	
_____	
_____	

27. RECORDING. Neither party shall have the right to record this Agreement in the Recorder's Office for San Bernardino County.

28. SEVERABILITY. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

29. CONSTRUCTION. Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.

30. AUTHORITY. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

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

MAILING ADDRESS OF SELLER

_____

SELLER

By:_____

{name}
{title}

_____
Date

MAILING ADDRESS OF COMMISSION

_____

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

Approved:

By:_____

William T. Schuiling
Interim Executive Director

_____
Date

Approved as to Form:

By:_____

Craig G. Farrington
Alyson C. Suh

_____
Date

PLACEHOLDER FOR EXHIBIT A

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

PARCEL NO.:
APN:
TITLE REPORT NO.:
PROJECT:
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 "Commission"), and _____ (hereinafter called "Seller") for acquisition by Commission of a temporary construction easement ("TCE") as described herein for the construction of the Laurel Street Grade Separation Project (hereinafter called the "Project").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller owns that certain real property identified as Assessor Parcel Number _____, located at _____, in the City of San Bernardino, County of San Bernardino, State of California (hereinafter called the "Property"). 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"), a TCE over all that certain Property.

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 Commission a TCE in, on, over and above the Property described and depicted on the attached Exhibit A and incorporated herein by this reference.

   3.1 Seller further agrees to execute and thereby convey to Commission the Easement Deed attached hereto as Exhibit B and incorporated herein by this reference. The Commission will have the right to record the Easement Deed in the County Recorder's Office for the County of San Bernardino.

4. ESCROW. Commission may elect 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 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.

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 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 NINETY (90) DAYS FOLLOWING THE ESCROW OPENING DATE.

6. ESCROW FEES, CHARGES AND COSTS. Commission agrees to pay all escrow, recording and title insurance fees incurred in this transaction.

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 Commission, by reason of Commission's acquisition of the TCE, specifically including, but not limited to, any and all rights or claims that Seller has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Seller, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Commission and any and all of Commission's employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: relocation assistance or benefits, if any, to which Seller may be entitled pursuant to applicable sections in Chapter 16 of Division 7 of Title 1 of the California Government Code (Gov. Code sec. 7260, et seq.) ("California Relocation Assistance Law"), regulations adopted by the State of California to implement or pursuant to the California Relocation Assistance Law, and/or the Federal Uniform Relocation Assistance Act (42 U.S.C. sec. 4601, et seq.), regulations adopted by the Federal Government to implement 42 U.S.C. sec. 4601, et seq., pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback from Commission, or receive any financial gain from, Commission's sale of any portion of the Property, any right to challenge Commission's adoption of a resolution of necessity, any right to receive any notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any other obligation placed upon Commission pursuant to Code of Civil Procedure sections 1230.020 through 1273.050, any other rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025, and claims litigation expenses, attorney's fees, statutory interest and/or costs.

8. WAIVER UNDER SECTION 1542

The parties intend that this Agreement will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete, except as expressly provided herein. Accordingly, except as provided herein, upon and subject to the Close of Escrow:

A. Pursuant to the releases set forth in this Agreement, Seller and Commission each hereby specifically waive the provision of section 1542 of the Civil Code of the State of California which provides:

> "a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

B. Seller and Commission each represents and warrants that he/she/it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of their choice.

9. CONSTRUCTION CONTRACT AND CURATIVE WORK.

a. In addition to the compensation shown in Paragraph 2 hereinabove, Commission, 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 Commission, 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. (if applicable)

ii. .

If the improvements referred to in Paragraph 8b above are not removed from the subject Property prior to _____, 2012, 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.

10. PERMISSION TO ENTER PROPERTY. For project planning and funding purposes, Seller hereby grants to Commission 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 Commission, or Commission's agent, providing Seller with 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, Commission agrees to pay at the rate of $_____ per month, prorated to the actual date of Commission's termination of use.

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

11. DISCLOSURE. In the event Seller plans to sell, lease, or rent the Property prior to the completion of the Project as defined in Paragraph 10 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 Commission.

12. 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 Commission or Commission's agent.

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 with the dismissal of any eminent domain action pertaining to the Property.

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. Seller shall not do anything which would impair Seller's title to any of the Property until after the Close of Escrow.

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 Commission.

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, clear title to the Property.

g. Seller shall maintain the TCE area in good condition and shall perform all of its obligations under any service contracts or other contracts affecting the TCE area.

h. Each of the above warranties and representations is material and is relied upon by Commission separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date that the TCE deed is recorded and shall survive the recording of the TCE deed.

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).

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. 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 constitute said acceptance and approval.

20. NO BROKERS. Commission and Seller each represents to the other that no brokers have been involved in this transaction. Any party in breach of this provision will indemnify the non-breaching party against any claim, suits, damages and costs incurred or resulting from the claims of any person for any brokerage fee or compensation 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 San Bernardino 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 if 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.

25. NOTICES. Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following addresses:

To Seller:	**To Commission:**
_____	_____
_____	_____
_____	_____

26. RECORDING. Neither party shall have the right to record this Agreement in the Recorder's Office for San Bernardino County.

27. SEVERABILITY. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

28. CONSTRUCTION. Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form

shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.

29. AUTHORITY. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

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

MAILING ADDRESS OF SELLER

SELLER

By:_____
{name}
{title}

_____
Date

MAILING ADDRESS OF COMMISSION

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

Approved:

By:_____
William T. Schuiling
Interim Executive Director

_____
Date

Approved as to Form:

By:_____
Craig G. Farrington
Alyson C. Suh

_____
Date

PLACEHOLDER FOR EXHIBIT A

PLACEHOLDER FOR EXHIBIT B

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: March 15, 2012

Subject: Engineering services for the Laurel Street Grade Separation Project

Recommendation:* Approve Amendment No. 1 to Contract C11001 with TranSystems for the Laurel Street Grade Separation Project for an increase of $807,726 with a revised not-to-exceed contract amount of $4,656,617 including contingency, and to extend the contract term through March 31, 2015.

Background: The Laurel Street Grade Separation Project will improve safety and reduce traffic delays along Laurel Street by separating pedestrians and vehicles from train traffic on six tracks along the BNSF rail line. SANBAG is the lead agency for environmental and design per Memorandum of Understanding (MOU) No. C10201 that was executed between SANBAG, the City of Colton, Union Pacific Railroad, and BNSF Railway in May 2010.

In December 2010, the SANBAG Board approved Contract No. C11001 with TranSystems for environmental work, preliminary engineering and development of alternatives, and final roadway and structural design for the Laurel Street Grade Separation Project in a not-to-exceed amount of $3,848,891. The Environmental document was approved in September 2011, and 65% design plans have been completed and are currently under review by SANBAG and the City of Colton.

*

Approved
Major Projects Committee

Date: *March 15, 2012*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
MPC1203a-pm
Attachment: C11001-01

During the development of design plans, staff and the consultant team faced several design issues relating to property access, shoofly design, utilities, and hazardous waste testing. In order to satisfactorily address these design issues, staff believes that additional out-of-scope work must be completed. Staff is recommending approval of Amendment No. 1 to C11001 for additional design work that was not anticipated when the original contract was approved.

Analysis of additional access and shoofly alternatives: As part of the preliminary design efforts, the SANBAG team met with several of the businesses adjacent to the project to understand their access and operational needs so those needs can be considered during the preparation of final design. As the team coordinated with the business owners, staff had to develop and analyze a number of alternatives in order to identify a design that had the least amount of impacts. This in depth effort of analyzing alternatives was not anticipated in the original scope of work. In addition, coordination with the BSNF Railway Company (BNSF) also prompted the evaluation of five shoofly concepts due to the complexity of working with six train tracks. TranSystem's original scope assumed the development of only one shoofly concept.

Utility relocation design: Utility conflict and relocation design concepts were initiated in late 2011 and it was determined that utility facilities belonging to the City of Colton would need to be relocated. Furthermore, it was also determined that the cost of the design and relocation of City of Colton water and electrical utility facilities is considered to be a project cost. All existing city owned utilities are located within City owned Right of Way (ROW). This amendment will allow TranSystems to complete the design of the City of Colton electric and water facility relocation and incorporate them in the final design plans.

Hazardous waste testing: A hazardous waste Initial Site Assessment (ISA) that was performed for the project revealed the potential for Aerially Deposited Lead (ADL) contamination within the project limits. This Amendment will allow TranSystems to perform field ADL testing so conservation measures could be incorporated into the final plans and specifications if needed.

Structural design: The Laurel Street grade separation has been designed to accommodate a future track crossing to serve the adjacent Metrolink Eastern Maintenance Facility (EMF). With the grade separation being an undercrossing, Laurel Street will be depressed where the future EMF track crosses Laurel Street requiring a new bridge to be constructed in the future to carry the track. To reduce throw-away costs when the future EMF track is extended over Laurel Street, staff recommends that the bridge abutments for the future EMF Bridge be included now as part of the Laurel Street Grade Separation Project. The additional cost to include the abutments is estimated at $189,000. This Amendment will allow

TranSystems to perform design work to accommodate the future EMF Bridge in the final project plans.

Construction support and project closeout: Staff anticipates that design support work will be needed when the project goes out to construction. This Amendment also includes construction support work which involves responses to questions during project advertisement, preparation of addenda material, and response to inquiries during construction. TranSystems will also prepare project closeout materials such as as-built plans and ROW location maps. Staff is proposing to extend the contract term through March 2015 to allow time for construction design support and completion of project closeout tasks.

Staff recommends the approval of Amendment No. 1 to allow TranSystems to proceed with the completion of utility design, design of the EMF Bridge, and to perform design support work during construction for an additional cost of $807,726. This Amendment would increase the total contract amount to $4,656,617 including contingency

The table below summarizes the current project schedule:

Environmental Approved	September 2011
Design Approved & R/W Certified	January 2013
Start Construction	March 2013
End Construction	March 2015

Financial Impact: This item is consistent with the adopted 2011-2012 Fiscal Year Budget. Funding for this contract will be provided under Task No. 88412000. The funding sources are: MSI 2010-Valley Major Streets; Local – UPRR; and Local – City of Colton.

Reviewed By: This item will be reviewed by the Major Projects Committee on March 15, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the amendment as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery.

MPC1203a-pm
Attachment: C11001-01

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C11001 Amendment No. 01

By and Between

San Bernardino County Transportation Authority and TranSystems

Contract Description Laurel Street GS: Environmental and Engineering Professional Services

Board of Director's Meeting Date: April 4, 2012
Overview of BOD Action: Approve amendment 1 to C11001 in the amount of $807,726

Is this Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW

Original Contract Amount	**$**	**3,539,891**	**Original Contingency Amount**	**$**	**309,000**
Revised Contract Amount *Inclusive of prior amendments*	**$**	**-**	**Revised Contingency Amount** *Inclusive of prior amendments*	**$**	**-**
Current Amendment Amount	**$**	**807,726**	**Contingency Amendment**	**$**	**0**
TOTAL CONTRACT VALUE	**$**	**4,347,617**	**TOTAL CONTINGENCY VALUE**	**$**	**309,000**
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				**$**	4,656,617

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
12/01/10	11/30/13	3/31/15

Has the contract term been amended? ☐ No ☒ Yes - please explain.
The scope in this amendment includes construction support and post construction close out activities; the contract term has been amended to include the timeframe needed to complete work.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 884
☐ A Budget Amendment is required.
How are we funding current FY? **This agreement has no financial impact**

☐ Federal Funds	☒ State Funds	☒ Local Funds	☐ TDA Funds	☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract: To be paid with MSI Valley-Major Streets, UPRR, and City of Colton funds. BNSF to buy down contract cost, reimbursement will occur in the construction phase.*

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate _____ %

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

MM 3/8/12

Task Manager Signature	3/8/12 Date	Project Manager Signature	3/8/12 Date
Chief Financial Officer Signature	3/8/12 Date	Contracts Manager Signature	3/8/12 Date

ATTACHMENT "A"

Scope of Services

By and between

San Bernardino County Transportation Authority

And

TranSystems

For

ENVIRONMENTAL AND ENGINEERING PROFESSIONAL SERVICES

LAUREL STREET/BNSF GRADE SEPARATION

In the City of Colton

San Bernardino County, California

Amendment No. 1 to Contract No. C11001

Laurel Street Grade Separation Project
Environmental and Engineering Professional Services

SCOPE OF SERVICES

Amendment Request 1

TASK 3 – PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

3.100.15 Project Management PS&E Component

3.100.15.10.1 Coordination/Administration

Proposed Scope Change:

Additional meetings with property owners were not included in the original scope of work. The original scope only included Project Development Team (PDT) Meetings and Agency Coordination/Technical Workshop Meetings with SANBAG, the City of Colton, and BNSF. Five property owners in the vicinity of the project have been contacted and coordinated with: Miller's Honey, Williams Furnace Company, R.J. & R. Properties, Thomas Hayward, and the Colton Industrial Park. The original scope assumed an average of two agency coordination/technical workshop meetings per month. A total of 24 additional meetings are needed that are outside the original scope; 16 of these meetings have been held to date. These meetings with property owners, the City of Colton, and BNSF are important in reaching consensus in the future, and to understand and meet necessary access needs in the development of the project and local circulation options.

Additionally, the development of five shoofly options was not included in the original scope. The original scope included completion of shoofly phasing plans for only one concept. Five shoofly options were developed, documented, and reviewed with BNSF in order to determine the optimal solution for minimal BNSF impact. Determination of this solution required additional administration and coordination effort.

Additional coordination has also been required with the proposed Metrolink Eastern Maintenance Facility (EMF) improvements. Conference calls and face-to-face meetings have been held. Coordination is ongoing and expected to continue for several months. A maximum of 24 meetings (including those held to date) is assumed.

3.230 Draft PS&E and Draft Final PS&E

3.230.25 Utility Plans

Proposed Scope Change:

Upon request from the City of Colton, the TranSystems team will prepare the plans for the relocation of the City's sewer and water lines. The original scope did not include this effort. Hydraulic, capacity, or demand calculations for flow are not included as part of this task.

The revised scope includes preparation of final construction drawings for the water main relocation, suitable for final approvals, bid, and construction. The design also includes review of pothole data and adjustment of survey background as necessary; modeling of existing and proposed utilities using InRoads for profiles and for conflict checks; review of City of Colton water design standards and of possible phasing of water main construction and place valves as necessary; adjustment and finalization of water main and lateral horizontal and vertical alignments based on other features such as road profiles and wall footings; preparation of horizontal alignments and water main profiles, preparation of drawings such as plans, profiles, and details; preparation of technical specifications and cost estimates; and address and incorporation of agency review comments. Pressure calculations will not be included as part of this task.

Deliverables:

- Layout Plans
- General Water Notes
- Water Main Plans and Profiles (1"=20')
- Details
- Exhibits for Agency Coordination/Easement Coordination

3.230.15.15 Electrical Plans

Proposed Scope Change: The original scope did not include relocation plans for the City of Colton electrical facilities. It is assumed that the City of Colton will provide a markup of the design for these relocations. TranSystems will generate the plan sheets, details, quantities, and estimate to reflect this design. It is assumed that the City will perform all relocation work for overhead systems. It is assumed that the SANBAG contractor will build all underground conduit systems, but the City of Colton will pull all electric conductors through those conduits. It is also assumed that the City of Colton will place all electric appurtenances including transformers, switch pads, pull boxes and underground vaults.

Deliverables:

- Electrical Plans and Details
- Cost Estimate

3.235 Mitigate Environmental Impacts and Hazardous Waste

3.235.10 Detailed Site Investigation

Proposed Scope Change: The original scope did not include an Aerially Deposited Lead Investigation.

BACKGROUND

In the absence of specific City of Colton or County of San Bernardino requirements for Aerially-Deposited Lead (ADL) testing, the TranSystems team will use California Department of Transportation (Caltrans) procedures for conducting the ADL investigation. The testing, analysis and report preparation for the ADL investigation will follow the Caltrans Aerially-Deposited Lead Guidance manual dated June 2007. The Soil Management Table, showing recommendations for handling soils containing ADL, is provided on the following website: http://www.dot.ca.gov/hq/env/haz/hw_adl.htm.

According to Caltrans Guidance, soil samples for ADL testing should be obtained from depths extending to the bottom of proposed construction excavations. Since higher ADL concentrations are usually found near the ground surface and the ADL concentration usually diminishes with depth, the TranSystems team is proposing a two-phase program in an effort to reduce costs. The boring and soil sampling depth for Phase 1 will be limited to 4.0 feet. If soils are found to contain high levels of lead, then a Phase 2 field investigation would be required to collect samples from greater depths (to proposed excavation depths). ***The scope and cost given below is for Phase 1 work only.***

SCOPE OF WORK

Field Investigation. The TranSystems team will excavate no more than thirteen (13) ADL boreholes, in paved and unpaved areas within the project area, to collect near-surface soil samples for ADL testing. Boreholes will be excavated using a 3-inch diameter stainless steel hand-auger. Soil samples will be collected at depths of approximately 0.5, 1.5, 3.0, and 4.0 feet below existing grade from each boring, assuming refusal does not occur. The hand-auger will be triple rinsed to decontaminate the stainless steel sampler before collecting each soil sample. On-site soils will be mixed with cement and rinsate and will be used to backfill the boreholes.

We will show the proposed borehole locations on a boring location plan. The plan will be used to secure an encroachment permit from the City of Colton. Any other permits, if required, will be secured by others.

Laboratory Testing. The TranSystems team will forward the collected soil samples to a California Certified analytical laboratory for testing. The laboratory program will include:

1. All samples will be tested to determine the Total Lead concentration,
2. Samples that contain greater than or equal to 50 mg/kg of Total Lead will be analyzed for Soluble Lead using Waste Extraction Test (citric acid extraction) for extractable lead,
3. Ten percent of the samples will be analyzed using WET (de-ionized extraction) for de-ionized extractable lead,
4. Ten percent of samples collected will be analyzed using the IPA Toxic Characteristic Leaching Procedure (TCLP) for leachable lead, and
5. Ten percent of soil samples collected will be analyzed to determine pH.

Statistical Analysis and Report Preparation. The Caltrans ADL Guidance recommends using statistical procedures in order to determine Upper Confidence Limit (UCL) of lead contamination for the in-situ soils. The TranSystems team will use the ProUCL software to conduct the statistical analysis. Based on the results of the statistical analysis and thresholds published in the Soil Management Table, specific recommendations can be provided for handling the in-situ soils. The TranSystems team will prepare an ADL report which will summarize the findings of the field investigation, the results of laboratory soil tests, and the results of the statistical analysis. The report will address the re-use of on-site soils excavated during construction.

COST ESTIMATE ASSUMPTIONS

Hours and costs are based on the scope of work described herein, the contractual labor rates, and the assumptions listed below:

1. Allowable lane and shoulder closure period (for drilling operations) is 9:00am to 3:00pm.
2. No investigation of hazardous materials. If hazardous materials are encountered during the geotechnical field investigation, the TranSystems team will terminate our work and notify SANBAG.
3. The TranSystems team will obtain an encroachment permit from the City of Colton to conduct field work within City right-of-way. Permit fees are not included.
4. Others will secure right-of-entry permits for adjacent private properties and any other permits required for the field investigation, if necessary. Permit fees are not included in our cost.

5. Environmental clearance for accomplishing the field investigation will be obtained by others. Archaeological, cultural, and biological reviews or studies, if required, will be performed by others.
6. Boring locations are accessible by conventional 314-ton pick-up truck.

3.240.85 Draft Structure Plans (Unchecked)

Proposed Scope Change: This scope of services includes design of the new Metrolink railroad bridge over Laurel Street. The new bridge will consist of steel plate girders with a cast-in-place concrete deck spanning over the street, supported on cast-in-place concrete abutments, supported by secant piles faced with cast-in-place concrete (similar to the BNSF railroad bridge). It is assumed that the substructure of the bridge will be constructed with the current construction. The bridge design will also require some preliminary development of the superstructure in order to determine the design structure depth and superstructure loads. The scope includes complete design and details of the substructure only; the basic components of the superstructure will be shown in a typical section. All of the substructure, including the anchor bolts, will be detailed as part of the substructure plans and will be constructed with this project.

The bridge will be designed in accordance with the AREMA Manual for Railway Engineering and Maintenance of Way to support E-80 live load. The details of the abutments and secant piles will be similar to the details provided for the BNSF railroad bridge.

This scope includes preparation of final construction drawings for the Metrolink railroad bridge substructure suitable for final approvals, bid, and construction. The design will include preparation of technical specifications and cost estimates and will address and incorporate agency review comments.

Deliverables:

- Quantities and General Notes
- General Plan and Elevation
- Typical Section
- Abutment Details
- Retaining Wall Details
- Bill of Reinforcing Steel
- Misc. Bridge Details
- Specifications

3.250.55 Final Structure Plans (Checked)

Proposed Scope Change: The TranSystems team will submit the Final Structures PS&E package for the Metrolink bridge to the City of Colton and Metrolink for final approval. The submittal shall incorporate review comments from all involved agencies. The design team will perform a complete independent check of the structure design and plans. Additionally, the plans will be checked for coordination with the roadway and track plans, and for constructability. Particular attention will be paid to conformance with AREMA bridge standards. The independent checker shall sign all structure plan sheets. When the plans have been checked and agreement has been reached on all aspects of the plans, a set of "Checked Details" will be prepared.

Deliverables:

- Final Structures PS&E
- Original/checked quantity calculations

3.265 Construction Bidding Phase

Proposed Scope Change: The proposed scope did not include any construction related tasks. Bidding procedures will be the responsibility of SANBAG. In addition, SANBAG will:

- Advise the TranSystems team of listing dates;
- Inform the TranSystems team of all issues and inquiries list and responses;
- Provide the TranSystems team with bid results and summary sheets for their review.

During bid advertisement of the project, the TranSystems team will refer all questions concerning the intent to SANBAG for resolution. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, the TranSystems team will inform SANBAG. SANBAG will advise the TranSystems team regarding the proper procedure required for analysis of said items. Any necessary corrective action will either be in the form of an addendum prepared by the TranSystems team and issued by SANBAG, or via a covering change order after the award of the construction contract.

3.265.55 Pre-Bid Meeting

The TranSystems team will attend the pre-bid meeting.

3.265.55 Respond to Inquiries

The TranSystems team will draft responses to bidders' inquiries as requested by the Resident Engineer. All such responses will be routed through the SANBAG Project Engineer.

Deliverables:

- Draft Bidder Inquiry Responses (hard copy and electronic in MS word)

3.265.55 Prepare Addenda

The TranSystems team will prepare addenda as requested by SANBAG.

Deliverables:

- Copies of Addenda

TASK 4 – RIGHT-OF-WAY

4.220 Perform Right-of-Way Engineering

4.220.05 Existing Land Net/Title Report Review

Additional preliminary title reports will be ordered for the following parcels:

1. Assessor Parcel Numbers (APNs) 0160-242-32, 0160-242-40, 0160-151-17 and 0160-161-04 – BNSF parcels combined into one report for additional easement areas.
2. APN 0160-161-01 – privately owned parcel adjacent to proposed basin area for proposed temporary construction easement.
3. APN 0160-161-02 – flood control district parcel adjacent to proposed basin area for proposed temporary construction easement.
4. APN 0160-151-16 – privately owned parcel adjacent to BNSF parcels for proposed signal bridge support easements.

Upon receipt of these title reports the TranSystems team will review and plot any new information obtained within. Updated right of way maps will be provided.

4.220.35 Field Located Right-of-Way

Proposed Scope Change:

The proposed right of way will be marked in the field for viewing purposes. Lath and flagging or paint marks will be used depending on the ground surface.

Notifications, such as right of entry door hangers will be left with the businesses prior to the survey, unless the agency prefers to make contact with the land owners directly.

The survey will be scheduled for five (5) consecutive days and completed in one mobilization. We will do our best to accommodate the schedules of the business owners if they wish to be present, but may not be able to satisfy all requests within our proposed schedule.

TASK 5 – CONSTRUCTION PHASE

Proposed Scope Change: The proposed scope did not include any construction related tasks. Construction of the Laurel Street Grade Separation Project will be the responsibility of SANBAG. During the construction phase, the TranSystems team shall work closely with Resident Engineer (RE) within the budget allotted to assist and advise the RE in order to minimize construction conflicts and to expedite project completion.

270.25.15 Pre-Construction Meeting

The TranSystems team will attend the pre-construction meeting.

270.20 Additional Drawings at SANBAG Request

If requested by SANBAG, the TranSystems team will prepare additional drawings and change order-supporting documents. Any such additional drawings are considered out-of-scope; therefore, prior approval from SANBAG is required. Any such additional engineering services, drawings, or change order documentation prepared prior to receiving the required approval will be at TranSystems' risk and expense.

270.30 Site Visits

The TranSystems team will visit the job site periodically and in coordination with the RE.

270.20.35 Shop Drawing and Submittal Review

The TranSystems team will review submittals and shop drawings per the request of the SANBAG project manager and the RE. The review of shop drawings shall include bridge working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, steel layout for structures, and independent check of construction contractor's falsework submittal.

270.25.45 Respond to Inquiries/RFIs

The TranSystems team will draft responses to contractor inquiries and RFIs as requested by the Resident Engineer.

285.05 Change Order Preparation and Review

The TranSystems team will review proposed change orders, draft change order language and make recommendations as requested by Resident Engineer. If said changes are necessary as a direct result of design errors and omissions, the TranSystems team will prepare and/or review contract change orders at no additional cost.

SANBAG Responsibility:

- Provide advice on any issues raised and inquiries made by Resident Engineer;
- Inform Design Consultants of all field changes and Contract Change Orders (CCOs);
- Prepare and maintain as-built mark-ups in the field.

TASK 6 – CLOSEOUT PHASE

295.15 As-Builts

Proposed Scope Change: The proposed scope did not include any construction related tasks. The TranSystems team will be responsible for incorporating as-built changes into the Final PS&E.

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San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 9

Date: March 15, 2012

Subject: Interstate 10 (I-10) / Cherry Avenue Interchange Construction

Recommendation:* 1. Approve Amendment No. 3 to Construction Cooperative Agreement C11091 with City of Fontana and County of San Bernardino for the I-10/Cherry Avenue Interchange Project to revise the funding as shown in Attachment A.

2. Approve Amendment No. 3 to Construction Cooperative Agreement C11093 with Caltrans for the I-10/Cherry Avenue Interchange Project.

3. Approve the Interstate 10 (I-10)/Cherry Avenue Interchange Project Plans, Specifications, and Estimates (PS&E) package; and

4. Authorize the Director of Project Delivery to release Invitation for Bids No. C12224 to obtain construction bids for the Interstate 10 (I-10)/Cherry Avenue Interchange Project.

5. Authorize the award of Contract No. C12224 for construction of the Interstate 10 Cherry Avenue Interchange project to proceed directly to the Board of Directors for approval to award the Contract without further consideration by the Major Projects Policy Committee.

Background: **This is an amendment to an existing cooperative agreement.** This item is a follow-up to Agenda Item No. 8 of the February 15, 2012 Plans and Programs Committee (PPC). In that meeting, staff was directed by committee members to

*

Approved
Major Projects Committee

Date: *March 15, 2012*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	x	CTA	x	SAFE		CMA	

Check all that apply.
MPC1203a-cc
Attachments: C11091-03 and C11093-03

process amendments to agreements C11091 and C11093 to replace Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Program (STP) funds with Trade Corridor Improvement Funds (TCIF). As described in the PPC Agenda Item, the I-10/Cherry Avenue Interchange construction project was programmed with $30.773 million TCIF funds. However, between spring of 2011 and fall of 2011, the California Transportation Commission (CTC) did not make allocations to the TCIF program because of the lack of state bond funds. Projects, like the I-10/Cherry Interchange project, that met delivery deadlines were put on the "Delivered but not Allocated" list. To keep projects moving, the CTC allowed the use of a Letter of No Prejudice (LONP) if project sponsors desired to deliver these bond funded projects using their own local funds in place of TCIF funds and seek reimbursements when TCIF funds become available.

In late August 2011, SANBAG's year-end federal funds contained a sufficient balance to advance funding for the construction of the I-10/Cherry Avenue Interchange project. As a result, on September 7, 2011, the Board approved the allocation of $23,000,000 of STP, $3,000,000 of CMAQ funds, and $4,773,000 of Measure I 2010-2040 Valley Freeway Interchange funds to the I-10/Cherry Interchange project. An LONP request was submitted to the CTC for approval at its December meeting. The project then proceeded with federal obligation of CMAQ and STP funds.

In the Fall of 2011 the State experienced strong bond sales allowing the CTC to allocate TCIF for all bond funded projects beginning in December 2011. The I-10 Cherry LONP request was pulled from the CTC agenda to allow SANBAG to decide on whether to take advantage of the TCIF allocation and immediate cash reimbursement or proceed with the LONP. A risk to the LONP process is that there is no guarantee on the timing of LONP repayment. This is because TCIF fund availability is contingent upon the state budget situation and the overall health of state cash balance. In March 2012, the Board directed staff to suspend the LONP, request that the CTC allocate the TCIF funds for the project, de-obligate the federal funds from the project, and find replacement projects for the federal funds.

With the change in funding the agreement C11091-03 with the County of San Bernardino and the City of Fontana and C11093-03 with the Department of Transportation (Caltrans) need to be amended. Recommendations 1 and 2 will authorize approval of these Agreement Amendments, which are attached, and reflect the latest funding plan for the I-10/ Cherry Interchange construction project. The allocation of the TCIF funds at the March CTC meeting will allow the project to be advertised for construction.

MPC1203a-cc
Attachments: C11091-03 and C11093-03

Recommendations 3 thru 5 will allow the I-10/Cherry Avenue interchange to proceed to construction by approving the PS&E package, authorizing staff to advertise for construction bids and proceed directly to Board for contract award in order to expedite construction. The engineering design and right of way acquisition phase of work for I-10/Cherry Avenue interchange projects is complete and the bid package is being prepared for construction advertisement at this time. Copies of the PS&E package and draft Invitation For Bids (IFB) are available for review at the SANBAG front desk during normal business hours. In order to maintain the schedule for construction to begin in summer 2012 and also take advantage of lower construction bid costs within the current construction climate, staff is requesting that the award of the construction contract to the lowest responsive, responsible bidder proceed directly to the Board of Directors without further consideration by the Major Projects Policy Committee.

Financial Impact: This item is consistent with the fiscal year 2011/2012 budget. Task No. 0826.

Reviewed By: This item was reviewed and recommended for approval by the Major Projects Committee on March 15, 2012.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

MPC1203a-cc
Attachments: C11091-03 and C11093-03

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CONTRACT SUMMARY SHEET

Contract No. C11091 Amendment No. 3

By and Between

San Bernardino County Transportation Authority and County of San Bdo and the C/o Fontana

Contract Description Construction Capital and Support on I-10/Cherry Avenue Interchange Project

Board of Director's Meeting Date: April 4, 2012
Overview of BOD Action: Approval of contract amendment for Cherry IC revised funding plan.

Is this a Sole-Source procurement? ☐ Yes ☐ No

CONTRACT OVERVIEW

Original Contract Amount	$	20,814,000	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	20,814,000	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	20,814,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
2/2/11	12/31/18	

Has the contract term been amended? ☐ No ☒ Yes - please explain.
See amendments No. 1 and 2.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0826.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds ☒ State Funds ☒ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

☒ Payable ☐ Receivable

mm 3/8/12

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate %.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal ____

Task Manager Signature — Date 3/7/12

Project Manager Signature — Date 3/6/12

Chief Financial Officer Signature — Date 3/8/12

Contracts Manager Signature — Date

AMENDMENT NO. 3 TO

COOPERATIVE AGREEMENT NO. C11091

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA

AND

COUNTY OF SAN BERNARDINO

FOR

INTERCHANGE RECONSTRUCTION AT I-10 CHERRY AVENUE IN THE CITY OF FONTANA

THIS AMENDMENT NO. 3 TO COOPERATIVE AGREEMENT C11091 is effective on the "Effective Date" that is identified herein, by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the County of San Bernardino (hereinafter referred to as "COUNTY") and the City of Fontana (hereinafter referred to as "CITY"), (AUTHORITY, COUNTY and CITY are each a "Party" and collectively "Parties").

WHEREAS, AUTHORITY, CITY, and COUNTY entered into Cooperative Agreement Contract No. 11091 ("Contract" or "Cooperative Agreement") on February 2, 2011, to cooperate and jointly participate in project Construction and Construction Support Services which are further described in Caltrans District Agreement No. 8-1496 for I-10/Cherry Avenue Interchange Improvements, hereinafter referred to as "PROJECT"; and

WHEREAS, the Parties previously amended this Contract, Amendment No. 1 on May 4, 2011 to increase the Interstate Maintenance Discretionary funds; and

WHEREAS, the Parties previously amended this Contract, Amendment No. 2 on November 16, 2011, to increase the local funds for construction capital and to advance the full AUTHORITY's share using other local public share federal Surface Transportation Program (STP) and Congestion Mitigation and Air Quality Program (CMAQ) funds and a "Letter of No Prejudice" (LONP) for the PROJECT ; and

WHEREAS, at the intent of this Amendment No. 3 is for the AUTHORITY, COUNTY AND CITY to agree to put forth Trade Corridor Improvement Funds (TCIF) and Measure I funds in lieu of other local public share federal Surface Transportation Program (STP) and Congestion Mitigation and Air Quality Program (CMAQ) funds and suspend the "Letter of No Prejudice" (LONP) for the PROJECT.

NOW, THEREFORE, the Parties do hereby mutually agree to amend Contract No. C11091 as follows:

1. Delete Attachment A, as referenced in Sections I, II and III of the Cooperative Agreement and replace with the Attachment A – C10191-03, dated February 22, 2012, entitled "Cherry Interchange Costs and Funding" attached to this Amendment and by this reference Attachment A is made part of this Amendment.

2. This Amendment may be signed in counterparts, each of which shall constitute an original.

3. The Recitals identified in this Amendment No. 3 are incorporated into the Cooperative Agreement C11091.

4. Delete Article 3 identified in Amendment No. 2 and amend the Contract to replace with the following: From discussions in December 2011 with California Transportation Commission (CTC) staff, it was determined that positive bond sales provided more certainty related to the receipt of Trade Corridor Improvement Funds (TCIF) allocated for the Cherry interchange construction project. Due to these positive bond sales and current availability of TCIF funds allocated for the PROJECT, Parties agree to revise the funding plan to utilize TCIF funds in lieu of other local Surface Transportation Program (STP) and Congestion Mitigation and Air Quality Program (CMAQ) funds. Additionally, SANBAG will suspend the "Letter of No Prejudice" (LONP) that would have allowed SANBAG to advance these local public share federal funds in lieu of TCIF funds. This funding revision takes advantage of the current TCIF allocation that will bring immediate cash reimbursement for the public share and decreases a potential risk of future reimbursement related with the LONP.

5. The "Effective Date" is the date in which the AUTHORITY executes this Amendment.

6. All other terms and conditions of Cooperative Agreement C11091, as previously amended by Amendments 1 and 2 shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 3 is effective by the Parties hereto on the date first written above.

SIGNATURES ON FOLLOWING PAGE:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Larry McCallon, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Penny Alexander-Kelley
AUTHORITY Counsel

Date: _____

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

COUNTY OF SAN BERNARDINO

By: _____
Josie Gonzales
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

JEAN-RENE BASLE
County Counsel

By: _____

Scott Runyan
Deputy County Counsel

Date: _____

CITY OF FONTANA

By: _____
Acquanetta Warren, Mayor
City of Fontana

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____

City Attorney

Date: _____

Attachment A

Project Funding Table

ATTACHMENT A - (C11091-03)

CHERRY INTERCHANGE COSTS AND FUNDING
(Rounded to thousands)

Date: 09/07/2010
Date modified: **2/22/12**, C.Costello
[Revised funding plan to use TCIF in lieu of CMAQ and STP funds]

CHERRY
Public Share = 64.6% of Project
Development Share = 35.4% of Project
County = 64.0% of Development = 22.7% of Project
City = 36.0% of Development = 12.7% of Project

					COUNTY			CITY			Public Funds					Comments
						CO-OP			CO-OP			CO-OP contribution				
PHASE	COST	IMD	NET	FY	NEXUS	contribution	COUNTY	NEXUS	contribution	CITY	NEXUS	MEASURE	STIP	TCIF	CREDIT	
		(Fed)	COST		22.7%		CREDIT	12.7%		CREDIT	64.6%		(State)			
PA / ED	$781		$781	07/08	$177	$781	$604	$99	$0	($99)	$505	$0			($505)	PA/ED phase by County
PS&E	$5,065		$5,065	07/08	$1,150	*$3,242*	$2,092	$643	*$0*	($643)	$3,272	*$1,823*			($1,449)	Coop. Agreement C08055
PS&E (Amend. No. 1)	$5,835		$770	10/11	$175	*$493*	$318	$98	$0	($97)	$497	*$277*			($220)	8055-1 (Amendment No. 1)
Const. Support (Amend. No. 2)	$6,600		$765	11/12	$174	*$0*	($174)	$97	*$123*	$26	$494	*$642*			$148	8055-1 (Amendment No. 2)
R/W	$9,503		$9,503	08/09	$2,157	$0	($2,157)	$1,207	$1,949	$742	$6,139	$3,646	$3,908		$1,415	STIP credit to Measure
CONSTRUCTION	***$61,546***	***$1,225***	$60,321	10/11	$13,693	***$13,154***	($539)	$7,661	***$7,660***	($1)	$38,967	***$8,734***		***$30,773***	$540	***Fund Revision per Note 1 below.***
TOTAL	$78,430	$1,225	$77,205	$0	$17,526	$17,670	$144	$9,805	$9,732	-$72	$49,874	$15,122	$3,908	$30,773	($71)	

Note:

1. This Attachment A is intended to highlight this specific Amendment 10191-03 fund share responsibility by each party, shown in bold/italic font, related to Amendment work outlined within C10191-03. County/City shares for construction remain unchanged.

2. Other PS&E costs other than those identified within C08050-02 and discussed within C08055-02 are to be funded separately in accordance with prior Design Cooperative Agreements C08055 and C08055-01 already in place.
3. Since all credits/balances related to Advanced Funds have been considered within the Construction Cooperative Agreements executed in early 2011, this amendment requests each party to fund their specific Nexus share percentage.
4. PS&E Co-op contribution funds in *italics* from the County and City are actual cooperative agreement cost shares within SANBAG Contracts C08055 and C08053 for Cherry and Citrus IC respectively.
5. STIP and TCIF directly reduce Measure as they are both Public funds in accordance with SANBAG Policy 40001.

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CONTRACT SUMMARY SHEET

Contract No. C11093 Amendment No. 3

By and Between

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

Contract Description Construction Capital and Support on I-10/Cherry Avenue Interchange Project

Board of Director's Meeting Date: April 4, 2012
Overview of BOD Action: Approval of contract amendment for Cherry IC revised funding plan.

Is this a Sole-Source procurement? ☐ **Yes** ☐ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	131,167	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	131,167	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	131,167

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
2/2/11	12/31/18	

Has the contract term been amended? ☐ No ☒ Yes - please explain.
See amendments No. 1 and 2.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0826.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds	☐ State Funds	☒ Local Funds	☐ TDA Funds	☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate %.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal ____

Task Manager Signature	Date 3/7/12	Project Manager Signature	Date 3/6/12
Chief Financial Officer Signature	Date 3/8/12	Contracts Manager Signature	Date 3/8/12

08-SBD-10-12.3/14.1
EA: 46800
Federal Funds
District Agreement 08-1496 A/3
SANBAG Contract C11093 A3
Project Number 0800000744

AMENDMENT NO. 3 TO AGREEMENT

THIS AMENDMENT NO. 3 TO AGREEMENT (Amendment), ENTERED INTO EFFECTIVE ON _____, 20__, 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 "SANBAG."

RECITALS

1. The parties hereto entered into Agreement No. 08-1496, on March 17, 2011, said Agreement defining the terms and conditions of a project to widen Cherry Avenue/I-10 overcrossing; widen Cherry Avenue from Slover Avenue to Valley Boulevard to eight lanes; widen and realign the I-10 westbound on and off-ramps to connect to Cherry Avenue, referred to herein as "PROJECT."

2. The parties hereto also entered into Amendment No. 1 to Agreement on May 19, 2011, to increase the Interstate Maintenance Discretionary (IMD) funds and add the Legally Responsible Person language.

3. The parties entered into Amendment No. 2 to increase the local funds for construction capital and also to advance other SANBAG share of federal and local funds such as Surface Transportation Program (STP) and Congestion Mitigation and Air Quality (CMAQ) in lieu of Trade Corridor Improvement Funds (TCIF), which was thought to be unavailable at that time. Now the parties have come to understand that TCIF funds have become available and there would be no need to use local and federal funds in lieu of TCIF funds. Therefore, the parties are entering into Amendment 3 to restore the Agreement to its pre Amendment No. 2 state.

4. A revised Funding Summary, dated February 8, 2012, is attached and made part of this Amendment.

IT IS THEREFORE MUTUALLY AGREED:

1. Article 13 in the Agreement is replaced in its entirety to read as follows:

   "13. CALTRANS and SANBAG will each be a FUNDING PARTNER for this agreement. Their funding commitments are defined in the FUNDING SUMMARY."

2. Article 85 in the Agreement is replaced in its entirety to read as follows:

   "85. Each PARTNER listed below may submit invoices for CONSTRUCTION Capital:
   - SANBAG may invoice CALTRANS up to $30,773,000.00 as referenced in the Funding Summary."

3. Article 86 which was deleted by Amendment No. 2 now shall read:

   "86. PARTNERS will exchange funds for actual costs.

   SANBAG will submit to CALTRANS monthly invoices for actual monthly costs based on the prior month's actual expenditures.

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

4. Revised Funding Summary 08-1496 A/3, dated February 8, 2012, attached to and made a part of this Amendment, supersedes Funding Summary 08-1496 A/2 introduced by Amendment 2 to the original Agreement.

5. All other terms and conditions of said Agreement No. 08-1496 as amended by Amendment No. 1 shall remain in full force and effect.

6. This Amendment is hereby deemed to be a part of Agreement No. 08-1496 as amended by Amendment 08-1496 A/1.

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

By: _____
Raymond W. Wolfe, PhD
District Director

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS

By: _____
Lisa Pacheco
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO
ASSOCIATED GOVERNMENTS

By: _____
Larry McCallon
Board President

Attest: _____
Vicki Watson
Board Secretary

APPROVED AS TO FORM:

By: _____
Penny Alexander-Kelley
SANBAG's Legal Counsel

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

REVISED FUNDING SUMMARY-3
February 8, 2012

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
STATE	CALTRANS	Bond - Trade Corridors Improvement	$30,773,000	$0	$0	$30,773,000	$30,773,000
FEDERAL	SANBAG	Interstate Maintenance Discretionary	$ 1,225,000	$0	$0	$ 1,225,000	$ 1,225,000
LOCAL	SANBAG	Local Funds	$ 25,548,000	$4,000,000	$4,000,000	$25,548,000	$29,548,000
		Subtotals by Component	$ 57,546,000	$4,000,000	$4,000,000	$57,546,000	$61,546,000

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1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 10

Date: March 15, 2012

Subject: Memorandum of Understanding with CalMat

Recommendation:* Approve the Memorandum of Understanding (MOU), C12215 between SANBAG and CalMat (Parties) for the Palm Avenue Grade Separation Project.

Background: **This is a new Memorandum of Understanding.** The Palm Avenue Grade Separation Project is in the City and County of San Bernardino. The California Transportation Commission has programmed approximately $9M in Trade Corridors Improvement Funds (TCIF) on this project. A requirement to get the TCIF funds allocated is that the Project be under construction prior to the end of 2013.

During the course of design, the SANBAG staff began communicating with the adjacent property owners in an effort to inform them of the project and to discuss impacts to their property. One of the property owners affected by the project is CalMat.

The Palm Avenue Grade Separation Project transects Calmat's property and impacts the access points to their property off of Palm Avenue. Staff has worked with CalMat and the City of San Bernardino to determine a plan to mitigate the impacts to the CalMat property.

*

Approved
Major Projects Committee

Date: *March 15, 2012*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA		SAFE		CMA	

Check all that apply.
MPC1203b-pb
Attachment: MOU C12215

In late 2010 CalMat met with Staff to share information regarding their property as it relates to the Palm Avenue Grade Separation project in effort to facilitate a smooth transaction. Information shared by CalMat included the Cajon Creek Specific Plan ("Specific Plan") and a Conditional Use Permit and Reclamation Plan ("CUP/Reclamation Plan") governing interim and long-term uses of the property from the City of San Bernardino. The Specific Plan also details accessibility to Cajon Boulevard and Palm Avenue, and infrastructure improvements required to be completed by CalMat. In addition, CalMat has satisfied environmental mitigation requirements for present and future impacts to certain sensitive species from the implementation of the Cajon Creek Specific Plan. This is memorialized in a Memorandum of Understanding with the United States Army Corp of Engineers, the Unites States Fish and Wildlife Service (USFWS) and the California Department of Fish and Game.

The purpose of the subject Memorandum of Understanding (MOU) is to memorialize the understanding between the parties. Parties enter into this understanding without "...waiving any legal rights whatsoever." Language is included to preclude the introduction or admission of this MOU to any judicial proceeding. This MOU is intended to be non-contractual and non-binding and captures the intent with the statement, "the Parties acknowledge that it is their intent to meet and confer with each other in good faith regarding the matters herein described...".

To summarize the MOU, both parties agree to act "diligently and in good faith" in negotiating compensation for right of way acquisition in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"). In addition, because the grade separation project will enable CalMat to avoid certain future infrastructure construction costs associated with the development of their property, CalMat is offering to reduce the right-of-way cost to SANBAG by a like amount. Other details include:

- CalMat will modify their Specific Plan and CUP/Reclamation Plan at no cost to SANBAG.

- Calmat will provide the following to SANBAG:
  - Credit for improvements required by the Specific Plan but included in the grade separation plan.
  - Credit for the costs incurred for conveying, to CalMat, the excess parcel adjacent to CalMat property.
  - Provide at no cost to SANBAG mitigation credits to the Santa Ana River Wooly Star plant for any impacts of the grade separation project, if required.

MPC1203b-pb
Attachment: MOU C12215

- SANBAG agrees to:
    - Support CalMat in obtaining permits from the San Bernardino County Flood Control District.
    - For tax purposes for CalMat, SANBAG will take the applicable portions of CalMat Property under threat of condemnation.
    - Convey, to CalMat, in fee an excess parcel adjacent to CalMat existing property for a credit of the fair market value.

Together, Calmat and SANBAG staff have worked effectively at minimizing adverse effects to one another's projects and because this MOU has no financial impact and is in-line with staffs' intent to meet and confer in good faith with any property owner affected by any of our projects, staff recommends approval of this MOU with Calmat for continued coordination efforts on the Palm Avenue Grade Separation Project.

Financial Impact: This item has no direct impact on the adopted 2011/2012 Fiscal Year Budget.

Reviewed By: This item will be reviewed by the Major Projects Committee on March 15, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved this Memorandum of Understanding as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

MPC1203b-pb
Attachment: MOU C12215

MEMORANDUM OF UNDERSTANDING C-12215
FOR

PALM AVENUE GRADE SEPARATION PROJECT

This Memorandum of Understanding ("MOU") is effective the Effective Date as identified in this MOU., by and between San Bernardino County Transportation Commission, a public body, corporate and politic, organized and existing under the laws of California ("COMMISSION") and CalMat Co., a Delaware corporation. ("CalMat"). Hereafter, COMMISSION and CalMat are sometimes referred to individually as "Party" or collectively as "Parties".

RECITALS:

A. CalMat is the owner of approximately 1,400 acres of real property situated in the Cajon Creek Specific Plan area of the City of San Bernardino and depicted in the map attached as Exhibit "A" hereto ("Property"). Since 1998, CalMat has carried out mining activities on the Property;

B. In 1993, CalMat obtained approval of the Cajon Creek Specific Plan ("Specific Plan") and a Conditional Use Permit and Reclamation Plan governing interim and long-term uses of the Property ("CUP/Reclamation Plan"), from the City of San Bernardino ("City").

C. In 1996, CalMat, the U.S. Army Corps of Engineers, the U.S. Fish & Wildlife Service and the California Department of Fish & Game signed a Memorandum of Understanding ("Species MOU"), which provided, among other things, mitigation for present and future impacts to certain sensitive species from the implementation of the Cajon Creek Specific Plan, including present and future impacts to Planning Area G and Planning Area H, respectively, both as defined in the Specific Plan ("Planning Area G" and "Planning Area H").

D. COMMISSION will grade separate the intersection of Palm Avenue and the BNSF railroad tracks and adjacent Cajon Boulevard and reconfigure the alignment and profile of Palm Avenue and the portion of the private road commonly known as Institution Road ("Institution Road") lying between the Union Pacific Railroad tracks ("UPRR Tracks") and Interstate 215 ("Project") in cooperation with the City of San Bernardino. CalMat has reviewed the conceptual design of the same.

E. COMMISSION has secured a Trade Corridors Improvement Fund (TCIF) contribution of approximately $9 million for the Project, which requires COMMISSION to adhere to a baseline schedule. The schedule mandates that a construction contract be awarded by 2013.

F. COMMISSION has achieved the Project Approval and Environmental Documentation (PA&ED) milestone for the Project.

G. The Property is traversed by Institution Road, which is also depicted in Exhibit "A". Institution Road aligns approximately with Palm Avenue at the intersection of Palm Avenue and Cajon Boulevard and serves as CalMat's only point of ingress to and egress from the Property. CalMat holds record title to land underlying portions of Institution Road.

H. At the request of the Parties, the City of San Bernardino has informally agreed to allow CalMat access from Cajon Blvd. to Planning Areas G and H.

I. Implementation of the Project will require permanent and temporary easements for portions of the Property ("Taking") and COMMISSION will be required to compensate CalMat for the Taking according to the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act").

J. The Parties acknowledge that implementation of the Project will enable CalMat to avoid certain future construction costs associated with development of the Property.

K. In view of the foregoing, the Parties wish to enter into this MOU, to document the respective understandings of the Parties regarding the Project, without waiving any legal rights whatsoever.

TERMS

NOW THEREFORE, the Parties understand as follows:

1. Diligent Good Faith Actions. The Parties will act diligently and in good faith in carrying out the purposes of this MOU, including the negotiation of (a) compensation to CalMat for the Taking in accordance with the Uniform Act and (b) any credits due either Party for benefits resulting from actions contemplated in this MOU or costs avoided by either Party as a result of the Project or other activities contemplated by this MOU. In addition, if the Parties determine that carrying out the provisions of this MOU results in unforeseen costs or unforeseen cost avoidance not contemplated in this MOU, then the Parties will negotiate in good faith to account for such unforeseen costs or unforeseen cost avoidance in determining compensation.

2. Credits to COMMISSION. Without limiting the generality of any other provision of this MOU, COMMISSION will be entitled to the following credits in reduction of compensation payable to CalMat:

(a) Incremental cost of improvements to the intersection of Cajon Boulevard, Palm Avenue and Institution Road required by the Specific Plan, including realignment and widening of Palm Avenue and Institution Road as they approach the intersection and installation of a traffic signal, based on engineering cost estimates provided by CalMat and validated by COMMISSION.

(b) Land cost incurred by COMMISSION in arranging for any San Bernardino County Flood Control District ("FCD") property adjacent to Institution Road between Cajon Boulevard and the UPRR tracks to be conveyed in fee to CalMat ("FCD Property"), less the cost to COMMISSION of the FCD Property required by COMMISSION in connection with the Project. CalMat will accept any portion of the acquired FCD Property not needed for the Project.

3. Other Provisions. Without limiting the generality of any other provision of this MOU:

(a) Following such time as CalMat and COMMISSION have reached agreement on the value of the portions of the Property subject to Taking by COMMISSION, CalMat, at its cost, will use commercially reasonable efforts to modify the Specific Plan and the CUP/Reclamation Plan, to account for physical modification of the Property as a result of the Project and to preserve the value of the Specific Plan to Calmat. COMMISSION will actively support CalMat in carrying out the modification of the Specific Plan and the CUP/Reclamation Plan. The Parties acknowledge that any approval of modifications of the Specific Plan and the CUP/Reclamation Plan and any conditions of such approval, must be acceptable to CalMat in its sole and absolute discretion.

(b) COMMISSION will use commercially reasonable efforts to arrange for conveyance of fee title to CalMat of the approximately 50-foot wide strip of FCD property that is adjacent to Institution Road located in the approved project area between Cajon Boulevard and the UPRR Tracks. CalMat will cooperate in taking fee title to portions of the FCD property required by COMMISSION in connection with the Project and in providing control of such portions of the FCD property required by the Project to COMMISSION by easement.

(c) Following such time as CalMat and COMMISSION have reached agreement on the value of the portions of the Property subject to Taking by COMMISSION, COMMISSION will use commercially reasonable efforts to actively support CalMat in obtaining permits from the FCD and any other agency having jurisdiction, to construct various permanent and/or interim flood control facilities on the Property, which will facilitate regional storm drainage beneficial to the area, including the Project ("Flood Control Facilities").

(d) COMMISSION intends to take the applicable portions of the CalMat Property, under threat of condemnation.

(e) COMMISSION will use commercially reasonable efforts to implement the design and construction of the Project as shown in Exhibit "B", attached hereto. In connection with the Project, COMMISSION will quit claim all the acquired easements to the City upon completion of construction. During the period of construction of the Project, COMMISSION will, at its cost, provide temporary alternative access to CalMat and its agents and invitees, which is satisfactory to both parties, to enable ingress to and egress from portions of the Property accessed by way of existing Institution Road.

(f) CalMat will cooperate with COMMISSION, at no cost to COMMISSION, by providing mitigation for the impacts of the Palm Avenue Grade Separation Project to the Santa Ana River Woolly Star plant ("SARWS") on Planning Area G and Planning Area H, as may be required by the U.S. Fish & Wildlife Service ("USFWS") and the California Department of Fish & Game. USFWS has specifically required that if SARWS are found within the Project area, SARWS seeds must be scattered "within suitable habitat adjacent to the proposed Project site and outside of the proposed Project impact area" (USFWS Informal Section 7 Consultation, July 6, 2011). Notwithstanding the foregoing, CalMat's cooperation will not be deemed to constitute a waiver of any rights it has under the Species MOU.

4. No Binding Effect. This MOU is intended to be a, non-binding agreement between the Parties and is provided only for the purpose of discussion. No agreement exists with respect to the proposed transaction. Notwithstanding the provisions of this MOU, this MOU does not include all of the essential terms of the proposed transaction and does not constitute an offer or create a contract or legally binding agreement. Notwithstanding the existence of this MOU or any provision herein to the contrary, the proposed transaction, if any, is conditioned on and subject to the negotiation, execution and delivery of a mutually acceptable and legally binding written agreement by the Parties. Any proposed transaction is subject to the approval of CalMat's Chief Executive Officer and the COMMISSION's Board of Directors. Neither Party may rely on any discussion, proposal, alleged promise or action by the other Party inconsistent with this paragraph. The preceding provisions of this paragraph may only be modified by a subsequent writing executed by both Parties and will not be modified or rendered inoperative by any subsequent acts or omissions.

In that regard, although the Parties acknowledge that it is their intent to meet and confer with each other in good faith regarding the matters herein described, together with any other matters which the Parties may agree to discuss, neither Party shall have any right, obligation or liability to the other Party or any other party as a result of its entry into or performance of this MOU. This MOU shall terminate upon the completion of the Project. However, this MOU may be terminated immediately at will by either Party, without cause and at any time by the delivery of written notice to the other Party. Without limiting the generality of the foregoing, the Parties acknowledge that, in order to be implemented, various provisions of this MOU will require (a) concurrence by CalMat with determinations regarding the fair market value of portions of the Property taken by COMMISSION under threat of condemnation and the appropriateness of Severance Damages on portions of the Property not taken by COMMISSION and (b) concurrence by both Parties to other determinations that by virtue of the provisions of this MOU, require agreement by the Parties. The Parties acknowledge and understand that, in the course of attempting to carry out the intent of this MOU, the Parties may not agree regarding one or more of such determinations and as a result of such disagreement, either Party may terminate this MOU, in which event such Party will have no liability to the other Party.

In addition, the Parties agree that this MOU shall not be introduced into or be admissible in any judicial proceeding.

5. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including use of personal couriers, such as FedEx), or sent by facsimile (with confirmation of receipt being required) to the Parties named below and shall be deemed received upon the date of confirmed receipt.

If to CalMat:

CalMat Co.
3200 San Fernando Road
Los Angeles, CA 90065
Attn: Legal Department

If to COMMISSION:

San Bernardino Associated Governments
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410
Attn: Garry Cohoe

With Copy to:

Gresham, Savage, Nolan & Tilden
550 East Hospitality Lane, Suite 300
San Bernardino, CA
Attn: Mark A. Ostoich

6. Modification. No supplement, amendment, or modification of any provision of this MOU shall be effective unless it is signed and executed by all the Parties.

7. No Partnership or Joint Venture. Nothing in this MOU shall be construed to create a partnership or joint venture of any kind among the Parties.

8. Counterparts. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

9. No Obligation to Third Parties. This MOU is made solely for the benefit of the Parties and their respective successors and assigns and, except as otherwise expressly provided herein; the execution and delivery of this MOU shall not be deemed to confer any rights upon any person or entity other than the Parties hereto.

10. The "Effective Date" of this MOU is the date that all Parties have executed this MOU.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the day and year first above written.

CALMAT CO.

By:_____
Name:_____
Its:_____
Date:_____

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

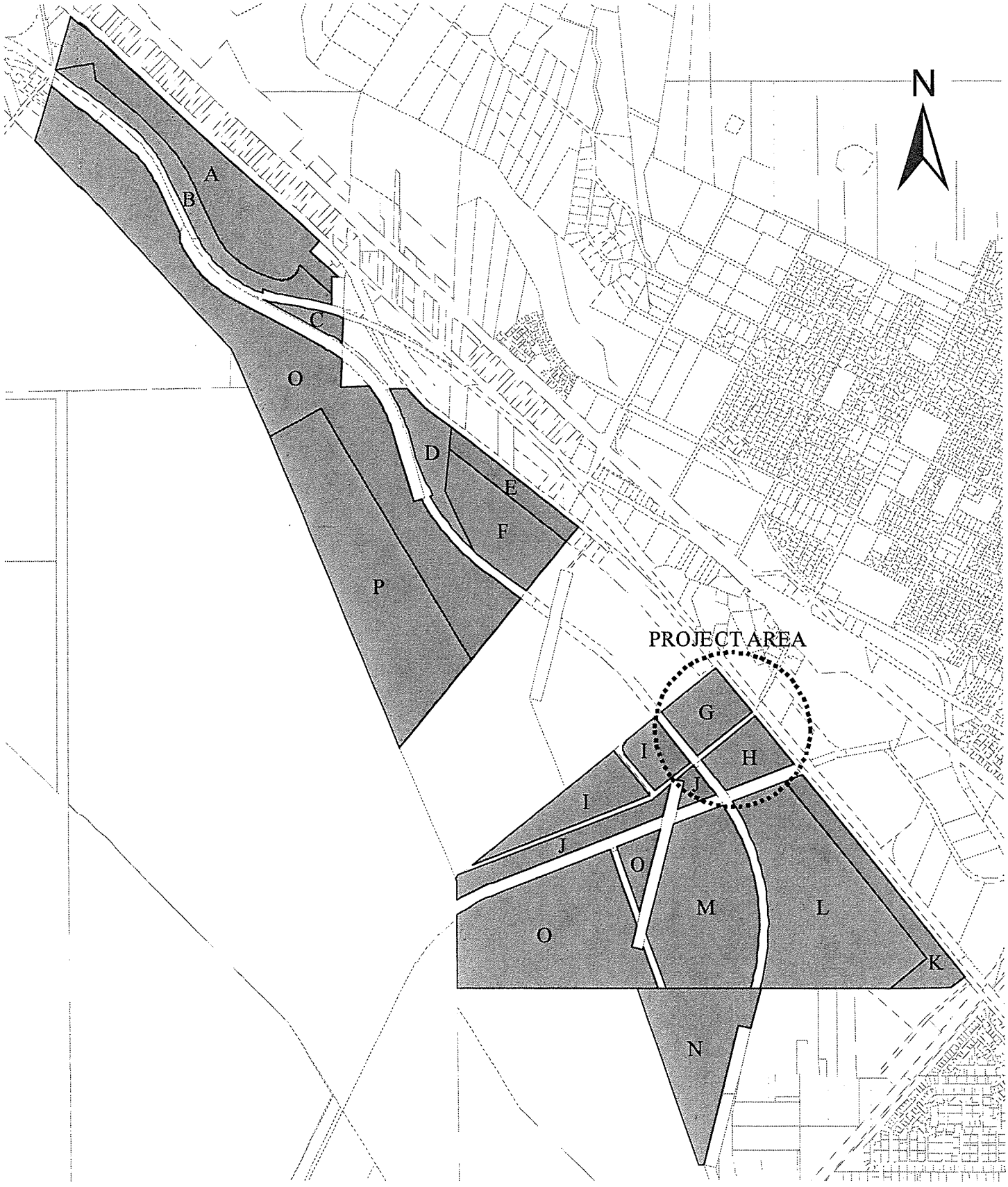
By:_____
Larry McCallon
Board President Date:_____

By:_____
Penny Alexander-Kelly
Counsel

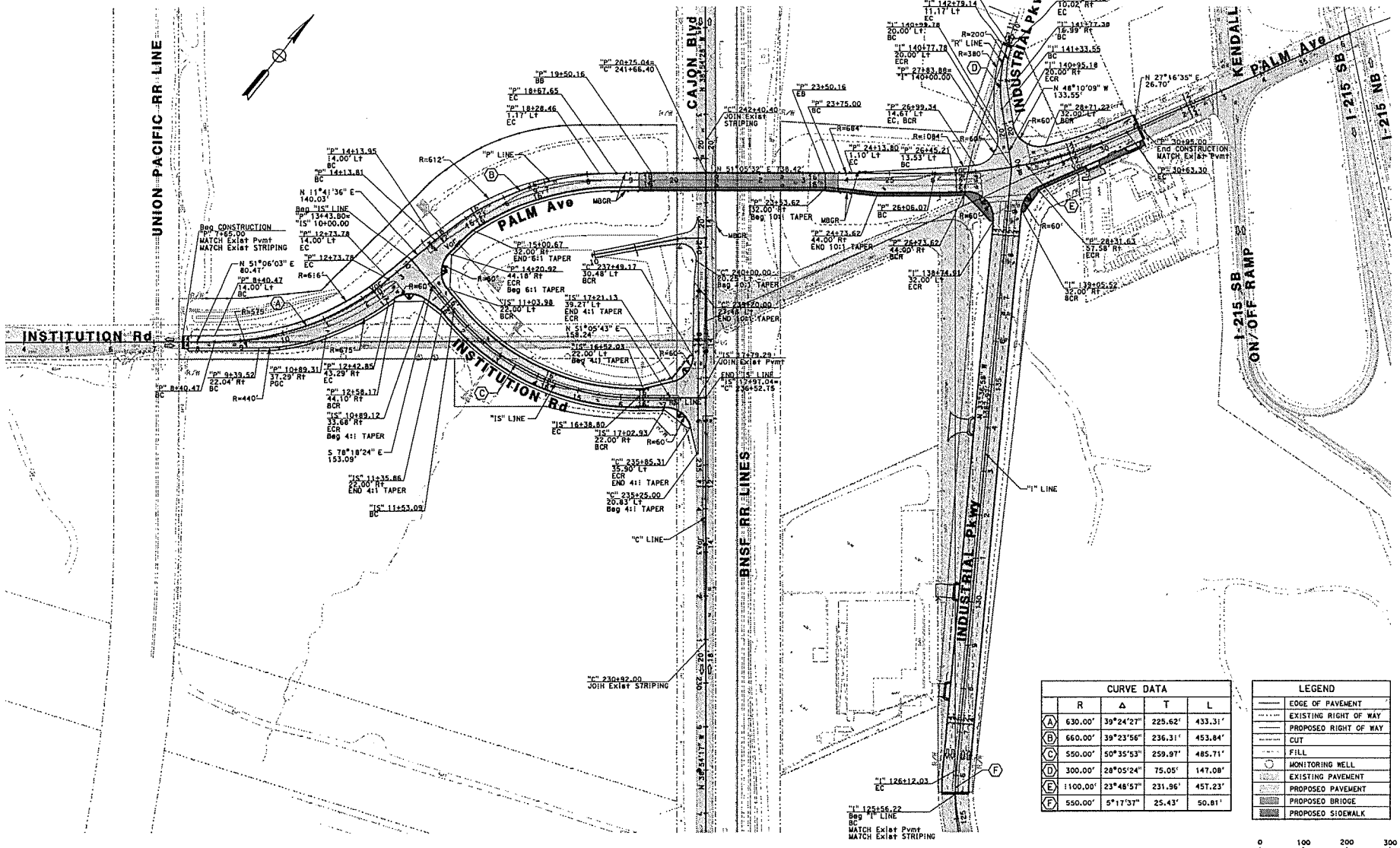
By:_____
Kathleen Murphy-Perez
Contracts Manager

PROPERTY DEPICTION

Attachment "A"
Cajon Creek Specific Plan SP 90-01 Planning Areas



PROJECT DEPICTION



256

SEPTEMBER 2011

Underground Service Alert
Dial 811 from any phone nationwide
TWO WORKING DAYS BEFORE YOU DIG

Governments SANBAG Working Together

CH2MHILL
1770 IOWA AVENUE, SUITE 200
RIVERSIDE, CA 92507

ENGINEER'S SEAL

MARK	REVISIONS	BY	APPR.	DATE
BENCH MARK:				

APPROVED _____
CITY CIVIL ENGINEER _____
REGISTERED CIVIL ENGINEER NO. _____
SCALE: 1"=100'
DRAWN BY: JULIAN HERNANDEZ
CHECKED BY: ALICIA CANNON
RECOMMENDED BY: JERRY ROMANA

CITY OF SAN BERNARDINO
DEVELOPMENT SERVICES-PUBLIC WORKS/ENGINEERING

PALM AVENUE GRADE SEPARATION
GEOMETRIC APPROVAL DRAWINGS
ROADWAY LAYOUT

FOR CITY USE ONLY: FILE NO. W.O. NO.

DRAWING NO. GAD RL-01
SHEET 1 OF 3 SHEETS

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: March 15, 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 $4,875,000 increasing the total allowance for property acquisitions for the project to $6,875,000.

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

*

Approved
Major Projects Committee

Date: March 15, 2012

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
MPC1203d-das
Attachments: MPC1203d1-das and MPC1203d2-das

requirements have been identified. The Board has approved the appraisals and proceeding with acquisition on 11 parcels at its March 7, 2012 meeting. SANBAG's right of way consultant, Overland, Pacific and Cutler (OPC) Services, has completed appraisals of remaining parcels. These parcels are summarized in Attachment "A" and include permanent easements and temporary construction easements with a total appraised value of $4,875,000 including contingency. This will increase the total approved acquisition cost for all the parcels on the project to $6,875,000. Copies of these appraisals are on file with the Director of Project Delivery. These appraisals have been reviewed by a senior appraiser subconsultant under contract to our right of way consultant and by SANBAG's right of way advisor who is a consultant to SANBAG 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 $4,875,000 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. If eminent domain proceedings are necessary, such action(s) will be brought to the Board for its consideration. 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

MPC1203d-das
Attachments: MPC1203d1-das and MPC1203d2-das

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 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 March 15, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed this item and attached items as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

MPC1203d-das
Attachments: MPC1203d1-das and MPC1203d2-das

Palm Avenue Grade Separation Property Acquisitions- Attachment "A"

APN	Owner	Type
0262-051-29	CalMat	Part take-permanent and temporary construction easements
0266-021-43	Van Valkenburgh Investments LL/Beaverhead	Part take-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 _____

MPC1203d2-das

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: _____

MPC1203d2-das

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_____

Print Title_____

MPC1203d2-das

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: _____

MPC1203d2-das

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 if 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 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).

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 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 if 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

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: March 15, 2012

Subject: Right of Way Services for Devore Junction Goods Movement Project

Recommendation:* 1. Award Contract No. C12002 for Right of Way Project Management and Acquisition Services on the Devore project to Overland Pacific and Cutler, Inc., for a total not to exceed of $3,197,565 and a contract duration through December 31, 2019.

2. Approve a contingency amount of $230,000 for Contract No. C12002 and authorize the Executive Director, or designee to release contingency as required for the project.

3. Award Contract No. C12054 for Right of Way Utility Relocation and Railroad Coordination Services on the Devore project to Overland Pacific and Cutler, Inc., for a total not to exceed contract value of $1,237,127 and a contract duration through December 31, 2016.

4. Approve a contingency amount of $87,483 for Contract No. C12054 and authorize the Executive Director, or designee to release contingency as required for the project.

5. Authorize a contract term for both Contract No. C12002 and No. C12054, which exceeds the three (3) year maximum contract term for standard contracts as identified in SANBAG's Contracting and Procurement Policy 11000.

*

Approved
Major Projects Committee

Date: *March 15, 2012*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

MPC1203e-pb

Attachments: C12002 and C12054

Background: **These are new contracts.** The project report and environmental document for the Devore Junction Goods Movement Project were approved on February 29, 2012. The completion of the environmental phase allows the right of way acquisition activities to commence. The project development team on the Devore Interchange project has identified over 120 parcels requiring full or part, temporary or permanent acquisition. In addition multiple utility relocations are expected on this project including, a high pressure gas line and overhead electric lines that will need to be relocated to span over the widened freeway. To supplement the SANBAG team and assist in expediting the right of way phase for the design build delivery of the I-15/I-215 Devore Interchange Improvement project, staff requested to secure dedicated teams of professionals to provide right of way services including right of way project management, acquisition, relocation assistance, railroad coordination, and utility relocation coordination. Subsequently, in September 2011 the SANBAG Board of Directors approved the release of these two separate RFPs to solicit firms to provide solid and focused right of way services on this complex and time sensitive project. Following Board approval, these two RFPs were advertised, notices were sent to the vendors lists informing firms of this opportunity, a pre-proposal meeting was held, and proposals were received.

Recommendation No. 1: For RFP No. 12002, five proposals were received. The firms who submitted are, in alphabetical order, California Property Specialists, Inc. (CPSI), Epic Land Solutions, Inc., Overland, Pacific and Cutler, Inc. (OPC), Paragon Partners Ltd. and Thomas J. Zia and Associates. The selection panel, consisting of representatives from SANBAG, City of San Bernardino, County of San Bernardino, and Caltrans, shortlisted Epic Land Solutions, OPC, and Paragon Partners. While all firms were impressive in their interviews, OPC's right-of-way experience in design build projects distinguished it from the other firms. They cited examples of their application of Caltrans right of way procedures and federal regulations as related to design build projects. They successfully completed acquisitions for OCTA on the SR-22 and are working on RCTC's SR 91 Design Build project. In addition to their experience they demonstrated a depth of resources and availability to perform successfully on the Devore project. Their Project Manager, who will be leading this and the Utility and Railroad Services contact, is well qualified and supported by others of various specialist qualifications. Therefore staff recommends approval of Contract No. C12002 with Overland Pacific and Cutler, Inc. for Right of Way Project Management and Acquisition Services on the Devore project for a total not to exceed of $3,197,565.

MPC1203e-pb
Attachments: C12002 and C12054

Recommendation No. 3: In response to the Right of Way Utility Relocation and Railroad Coordination RFP three proposals were received. In alphabetical order, the firms responding were: Epic Land Solutions, OPC, and MARRS Services, Inc. The selection panel, consisting of representatives from SANBAG, Orange County Transportation Authority, City of San Bernardino, and Caltrans agreed that all firms responded well to the solicitation and therefore elected to shortlist and interview all firms. Again, OPC's experience distinguished this firm from the other as they clearly demonstrated the need for careful planning of the utility relocation and railroad coordination, clear and close communication between utility and railroad owners, SANBAG, Caltrans and the design builder. They understood the complexity of working with utility owners who are reluctant to plan relocations without having complete project plans. Staff recommends award of Contract No. C12054 to Overland Pacific and Cutler, Inc. for Right of Way Utility Relocation and Railroad Coordination Services on the Devore Project for a total not to exceed contract value of $1,237,127 and a contract duration through December 31, 2016.

Recommendations No. 2 and No. 4: These recommendations allow a contingency of $230,000 for the project management and acquisition contract and $87,483 for the utility relocation and railroad coordination contract. Authorization from the Executive Director, or designee, is required in order to release these contingency funds.

Recommendation No. 5: SANBAG Policy 11000 limits contract durations to three years. Therefore staff is requesting that these project specific contracts are approved for a duration characteristic of the actual expected timeframe for the assignments. Both contracts also provide options for two 1 year extensions.

In conclusion, two selection panels made up of representatives from different agencies have selected OPC as the firm to best complete the tasks associated with right of way acquisition, utility relocation, and railroad coordination. Staff recommends approval of all recommendations discussed in this agenda item.

Financial Impact: This item is consistent with the 2011/2012 SANBAG Fiscal Year Budget. Task No. 0880.

Reviewed By: This item will be reviewed by the Major Projects Committee on March 15, 2012 and the Mountain/Desert Committee on March 16, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved these agreements as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

MPC1203e-pb
Attachments: C12002 and C12054

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12002 Amendment No. 0

By and Between

Overland, Pacific & Cutler, Inc. and San Bernardino Associated Govements

Contract Description R/W Project Mgmt and Acquisition Services for Devore Interchange Project

Board of Director's Meeting Date: 4/4/12
Overview of BOD Action: Approve Contract

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	3,197,565	**Original Contingency Amount**	$	230,000
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	3,197,565	**TOTAL CONTINGENCY VALUE**	$	230,000
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	3,427,565

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
4/4/12	12/31/19	N/A

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0880.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

mm 3/8/12

Task Manager Signature 3/8/12 Date

Project Manager Signature 3/8/12 Date

Chief Financial Officer Signature 3/8/12 Date

Contracts Manager Signature Date

C12002 ATTACHMENT A

PROFESSIONAL RIGHT OF WAY SERVICES

SCOPE OF WORK

A. PROJECT MANAGEMENT

Overland, Pacific & Cutler, Inc. (CONSULTANT) shall develop and implement the right of way program to ensure compliance with the Uniform Act, that consultants have appropriate licenses for the scope of work, that Broker signs or initial all right of way contracts, and approves all right of way files (signature in diary) that files are complete and in accordance to the Uniform Act with appropriate diary entries. This task covers typical project management services including the requirements for meetings, schedules, progress reports, cost estimates, documentation, document control and administration of the CONSULTANT work. CONSULTANT's designated Project Manager (PM) shall be responsible for managing all activities and monitoring progress toward achieving right of way certification for this project. In addition to the CONSULTANT's team, the PM shall coordinate with utility relocation and railroad coordination discipline leads. Activities and progress for utility relocation and railroad coordination shall be monitored along with the activities included within this scope of work. In addition, consideration toward completing the right of way phase of work while a design builder is on board should be addressed. Services anticipated include, but are not limited to, the following:

1. Coordination/Administration

1.1 Coordination and Meetings

CONSULTANT shall meet with the relevant parties to discuss issues pertinent to the project assignments. The CONSULTANT team shall participate in project meetings (i.e. Project Development Team (PDT) meetings, Agency coordination meetings, workshops) and be prepared to discuss project status, issues, policy, or procedural issues. The team shall bring progress plans as appropriate and assist in developing meeting notices, agenda, minutes and/or handouts as needed.

1.2 Administration

Administration shall include the following elements of the work:

- Supervise, coordinate, and monitor work for conformance with the
- appropriate standards and policies;
- Apply for and/or assist to obtain City approvals and permits as required;
- Prepare, circulate, and file correspondence and memoranda as appropriate;

- Maintain project files using the CALTRANS Uniform File System, unless otherwise directed by AUTHORITY.

2. Schedule and Progress Reports

The CONSULTANT team shall submit an initial detailed Project Schedule for each task order assignment. The PM will consolidate the schedules showing all acquisition, railroad coordination, and utility relocation activities scheduled in a logical and timely manner so that right of way progress can be tracked. In particular, adequate durations and staffing shall be evaluated and the Authority shall be notified of said results. Following approval by AUTHORITY, this schedule will become the Baseline Project Schedule and will be tracked throughout the duration of the project.

As directed by AUTHORITY, schedule updates will be part of a monthly Progress Report prepared by CONSULTANT that describes the project status, outstanding action items, and/or issues for AUTHORITY approval. If appropriate and requested by AUTHORITY, the schedule and/or Progress Report may require updating more frequently.

3. Quality Assurance/Quality Control (QA/QC) Plan

The CONSULTANT team shall maintain a Quality Assurance/Quality Control Plan throughout performance of the services for this contract. The QA/QC Plan is intended to ensure that the appraisals, maps, reports, plans, studies, estimates, and other documents submitted under this Scope of Services are complete, accurate, checked, and proofread to meet professional standard practices in effect at the time of execution of the Contract. In addition document control of the project documents shall be managed by the PM. Upon receipt of the Notice to Proceed, PM shall discuss and explain their plan to provide a reasonable quality control check system and quality assurance program for the contract services described herein follow the applicable standard practices in effect that the time of execution of the Contract. Within twenty (20) days of receiving the Notice to Proceed, PM shall submit a draft copy of the QA/QC Plan for review and approval by Authority. If requested by Authority, PM shall modify and/or revise the QA/QC Plan as needed to appropriately control the project quality program for the contract.

4. The Project manager shall assure that all documentation from all right of way consultants performing various activities under this RFP and the document control of these documents are in accordance with the current version of the Caltrans Right of Way Manual and that Caltrans and the Authority have access to these files.

B. RIGHT OF WAY ACQUISITION AND NEGOTIATIONS

CONSULTANT shall provide Right of Way Acquisition and Property Negotiations services including, but are not limited to, the following work program:

1. Negotiate Right of Way Settlement and Prepare Acquisition Documents – Fee Owner
    a) Establish and maintain a complete and current record file for each ownership in a form acceptable to the client.
    b) Receive and analyze title information, approved appraisal reports and legal descriptions in sufficient detail to negotiate with property owners and other parties.
    c) Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of client.
    d) Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
    e) Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal information, occupant contact information, and tenant information as necessary.
    f) Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to client for review and approval; review any independent appraisal secured by property owner and coordinate reimbursement of appraisal fees (up to $5,000) with client. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer or until we reach settlement or impasse.
    g) Prepare and assemble acquisition contracts, deeds and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are not included in this Scope of Work.
    h) Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
    i) Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
    j) Transmit executed acquisition documents to client. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

2. Negotiate Right of Way Settlement and Prepare Acquisition Documents – Tenant-Interest Owner (where necessary)

a) After the formal offer to purchase is delivered to the underlying property owner, deliver a "tenant notification letter" notifying tenant of their rights in the transaction and informing them of needed quitclaims of interests.
b) Secure copy of lease to determine the extent of possessory interest in property to be acquired.
c) Participate in and/or facilitate discussions between property owner and tenant regarding apportionment of just compensation, ownership of fixtures and equipment or improvements, and other elements needed to secure tenants voluntary settlement of rights and interests.
d) Present unapportioned offer to purchase leasehold interest and fixtures and equipment to tenant as may be required to facilitate settlement by eminent domain.
e) Prepare purchase agreements and deeds for acquisition of tenants' rights and property.

C. RIGHT OF WAY APPRAISAL SERVICES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND AGRICULTURAL PROPERTIES

CONSULTANT shall provide right of way appraisal services for developed or undeveloped residential, commercial, industrial and agricultural properties. CONSULTANT may be required to produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties. Such appraisal services may include, but are not limited to, the following:

1. Consultant shall prepare appraisals in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.), the California Code of Civil Procedure, the Uniform Standards of Professional Appraisal Practice (USPAP), and in some cases, the Uniform Appraisal Standards for Federal Land Acquisition Act. Consultant must be licensed by the State of California.
2. Consultant must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report, specialty reports and component valuations which may be performed by someone other than Consultant, and incorporated into the overall fair market valuation.
4. Consultant may be required to meet with and coordinate their efforts with AUTHORITYstaff, AUTHORITY legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. Appraisal reports may be reviewed for acceptance and independent approval by the review appraisers. Revisions may be required by reason of this review process. Consultants may be requested to complete and deliver revised and/or updated

appraisals. In the event of non-acceptance due to errors or omissions, Consultant shall have fifteen (15) calendar days to make corrections and return the revised appraisals to the review appraiser.

6. For proposed acquisitions, the owner of the real property or a designated representative will be invited by the Appraiser to accompany the Appraiser during the inspection of the property. This invitation must be in the form of a letter entitled "Notice to Appraise" written by the Appraiser to the owner. A copy of the invitation will be included in the appraisal report.
7. It is the Appraiser's responsibility to contact AUTHORITY's project engineers for discussion and/or clarification of any project design matters. This is critical in the appraisal of partial acquisitions and easements where the Appraiser may need cross sections or other project engineering data to complete the report.
8. The highest and best use for the property in the before condition must be determined and supported. If a partial acquisition is involved, the highest and best use of the property in the after condition must be determined and supported. If the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.
9. Where the acquisition involves only a part (or portion) of the property, the Appraiser will estimate any severance damages and special benefits to the remainder, including reasoning and market data to support the conclusion. The Appraiser will indicate if the remainder constitutes an economic or uneconomic unit in the market and/or to the present owner.
10. The California Eminent Domain Law will be followed in partial acquisitions. Special benefits are to be offset only against damages to the remainder in accordance with the law.
11. Appraisal for easement acquisitions will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the utility of the property considering its highest and best use. Full details with respect to any interference with the highest and best use of the property affected must be explained and supported.
12. The Appraiser must estimate and support the economic rent, state the contract rent and the remaining term of the lease as of the date of value. Include lessor and lessee responsibilities for paying major expenses, e.g. taxes, insurance and maintenance.
13. Appraiser shall itemize in detail the "improvements pertaining to realty" (Eminent Domain Law-CCP Section 1263.205) showing their replacement cost new, depreciated value in place, salvage value if any, and relocation estimate. To the extent possible, determine the ownership claims of the Improvements Pertaining to the Realty.
14. In cases where the Appraisal Assignment requires a Specialty Appraisal (Furniture,Fixtures, Machinery and Equipment) and/or Specialists Reports (title, survey, soils, and engineering), Appraiser may be required to coordinate with AUTHORITY staff and/or consultants for such services as directed by AUTHORITY.

Fees charged by AUTHORITY staff and/or consultants for Specialty Appraisal and/or Specialists Reports shall be paid directly by AUTHORITY.

15. It is the Appraiser's responsibility to thoroughly review the Specialty Appraisal for adoption (with adjustments or not, as appropriate) and inclusion in the overall appraisal. The estimated values that the specialty items actually contribute to the overall value of the real estate will be separately stated but included in the total value of the property.
16. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
17. It is the Appraiser's responsibility to contact AUTHORITY's legal counsel for Discussion and/or clarification in identifying personal or real property.
18. If hazardous waste is discovered on the property, Appraiser shall seek further Direction from AUTHORITY.

D. APPRAISAL REVIEW SERVICES

CONSULTANT shall provide independent appraisal review services for developed or undeveloped residential, commercial, industrial and agricultural properties. Review appraisal shall be completed by a unique, independent appraiser. CONSULTANT may be required to produce review appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties. Such review appraisal services may include, but are not limited to, the following:

A. When required by AUTHORITY, Review Appraiser shall examine appraisals Prepared by the Residential, Commercial, Industrial, Agricultural and/or Furniture, Fixtures, Machinery and Equipment appraisers.
B. Review Appraiser shall provide Review Appraisal Services based on nationally recognized appraisal standards and techniques, including those established by the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisition; ensure compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations CH 6, Art 1, Section 6000 et seq.), and the California Code of Civil Procedure. Comply with the requirements of the Caltrans Right of Way Manual, when applicable. Appraiser must be licensed by the State of California.
C. Review Appraiser must be qualified to provide expert witness testimony and defend the conclusions at any Administrative or Judicial proceeding.
D. Review Appraiser may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
E. It is the Review Appraiser's responsibility to contact AUTHORITY's project

Engineers for discussion and/or clarification of any project design matters. This is critical in reviewing appraisals of partial acquisitions and easements where engineering data have to be verified.

F. Review Appraiser shall examine appraisals to assure that they meet applicable Appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.
G. If the Review Appraiser is unable to recommend approval of an appraisal as an Adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain additional appraisal, Review Appraiser may develop appraisal documentation to recommend value.
H. The Review Appraiser and the Appraiser should discuss the appraisal assignment as soon work is assigned. The Review Appraiser and, if practical, the Appraiser should hold at least one field review in order to identify any legal issues that may exist. If any legal issues exist, the Review Appraiser shall request legal opinion.
I. All legal opinions shall be rendered by AUTHORITY's legal counsel and the Appraisal prepared in accordance therewith.
J. The Review Appraiser's certification of the recommended value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation. Any damages or benefits to any remaining property shall also be identified in the statement.

K. All reports and deliverables shall typically consist of three originals, including specialty reports which may be prepared by other consultants.
L. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

E. GOODWILL APPRAISAL SERVICES

CONSULTANT is required to provide Goodwill Appraisal Services as needed in support of AUTHORITY's right of way acquisition activities for this project. Such appraisal services may include, but are not limited to, the following:

1. Appraiser shall prepare Goodwill Valuations in accordance with the California Code of Civil Procedure, and the Uniform Standards of Professional Appraisal Practice (USPAP). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.
4. Appraiser may be required to meet with and coordinate their efforts with

AUTHORITY staff, AUTHORITY legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.

5. In valuing the loss of goodwill to a business, Appraiser shall rely upon the definition of fair market value found in Section 1263.320 of the California Code of Civil Procedure, and compensation for loss of goodwill as outlined in Section 1263.510 of the California Code of Civil Procedure.
6. It is the Appraiser's responsibility to contact AUTHORITY's staff for discussion and/or clarification of any project design matters as well as relocation sites for the business.
7. Appraiser shall work with and take direction from AUTHORITY legal counsel in the delivery of their reports.
8. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
9. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

F. FURNITURE, FIXTURES, MACHINERY AND EQUIPMENT APPRAISAL SERVICES

CONSULTANT shall provide Furniture, Fixtures, Machinery and Equipment (F F & E) Appraisal Services as needed in support of AUTHORITY's right of way acquisition activities for current and future AUTHORITY Projects. Such appraisal services may include, but are not limited to, the following:

1. Appraiser shall prepare appraisals in accordance with the California Code of Civil Procedure, the Uniform Standards of Appraisal Practice (USPAP), the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25,California Code of Regulations Ch 6, Art 1, Section 6000 et seq.). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.
4. Consultants may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.
5. It is the Appraiser's responsibility to contact AUTHORITY's project engineers for discussion and/or clarification of any project design matters.
6. It is the Appraiser's responsibility to contact AUTHORITY's legal counsel for discussion and/or clarification in identifying personal or real property.

7. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
8. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

G. TITLE AND ESCROW SERVICES

CONSULTANT shall provide Title and Escrow services on an as needed basis in support of this project. Title and Escrow Services conducted by the Consultants on behalf of AUTHORITY may include, but are not limited to, the following:

1. At the initiation of the work program, the Consultants shall meet with AUTHORITY staff regarding AUTHORITY's requirements for specific title work and escrow services assignments.
2. Consultant shall ensure that all Preliminary Title Reports are accurate and complete. (Note: Procurement and expense of Preliminary Title Reports are excluded from this Scope of Work)
3. Consultant shall provide all additional legal documents required by AUTHORITY, such as, copies of conveyance deed, deed restrictions, liens and encumbrances, title chains and the like.
4. Consultant staff shall prepare and review all legal documents necessary to ensure that AUTHORITY is acquiring good title to the property or property interests to be purchased, free from liens and encumbrances.
5. Consultant shall provide all necessary assistance to AUTHORITY to clear all exceptions stated in the Preliminary Title Reports, unless waived by AUTHORITY in writing.
6. Consultant shall ensure that all conditions precedent and conditions subsequent provided for in Purchase and Sales Agreements are met and satisfied prior to Close of Escrow.
7. Consultant shall prepare, subject to review and approval by AUTHORITY's Legal Counsel, Escrow Instructions for execution by AUTHORITY and the grantor(s) or grantee(s). Consultant shall ensure that all legal requirements are satisfied prior to Close of Escrow.
8. Consultant shall provide efficient Escrow Services to AUTHORITY and property owners involved in AUTHORITY related transactions.
9. Consultant shall prepare all necessary conveyance documents; demand and release of lien/encumbrance documents and submit the same for approval by AUTHORITY Legal Counsel prior to close of escrow.
10. Consultant shall obtain grantor(s) Tax Identification Number, Social Security Number, Employer Identification Number or Federal Employer Identification Number prior to Close of Escrow and provide the same to AUTHORITY.

11. Consultant shall record all documents necessary for the acquisition of property/property rights, release of liens and encumbrances with the proper State, County and City recorder's office.
12. Consultant shall prepare an Escrow Closing Schedule in accordance with written instructions from AUTHORITY and property owners.
13. Consultant shall meet and coordinate its work with other right of way consultants as directed by AUTHORITY.
14. Immediately prior to Close of Escrow, Consultant shall order and provide AUTHORITY with an Updated Preliminary Title Report to ensure that no new liens and/or encumbrances are recorded on the property/property interests to be acquired by AUTHORITY. The cost of such updated report will be paid through escrow.
15. At Close of Escrow, Consultant shall prepare and submit an Escrow Closing Statement to AUTHORITY and other parties to the transaction, together with copies of all documents conveying title to AUTHORITY, copies of releases of liens and encumbrances, receipt for payments made on behalf of AUTHORITY and the other parties to the transaction.
16. At Close of Escrow, the Consultant shall issue a Standard Owner's Policy of Title Insurance effectively insuring AUTHORITY's interest and ownership of the property or property rights acquired, unless an ALTA Policy of Title Insurance is requested by AUTHORITY.
17. Consultant shall provide multi-lingual services as needed for efficient closing of AUTHORITY transactions.
18. As requested by AUTHORITY, Consultant may be required to testify in any administrative or judicial proceeding.
19. Consultant shall perform any other normal procedures and processes necessary to implement the assignment or work program and shall provide any other supporting information and/or correspondence required by AUTHORITY.
20. Consultant shall assign a Project Manager, a Title Office and an Escrow Officer to this procurement, which may not be replaced without the written consent of AUTHORITY.
21. If legal issues exist during Consultant's performance of services required by AUTHORITY, Consultant shall request legal opinion. All legal opinions shall be rendered or concurred to by AUTHORITY's legal counsel.
22. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

H. PROPERTY MANAGEMENT, HAZARDOUS MATERIAL REMOVAL, DEMOLITION AND CLEARANCE SERVICES

CONSULTANT to provide Property Management, Hazardous Material Removal, Demolition and/or Clearance services on an as needed basis in support of this project. If deemed necessary by AUTHORITY, Consultant shall provide these services to

AUTHORITY for all currently owned or acquired property, until the property is turned over to the contractor of AUTHORITY highway projects for construction, or as otherwise directed by AUTHORITY. All work will be performed in accordance with AUTHORITY's policies and procedures, and federal, state and local regulations. Services, at a minimum, may include, but not be limited to the following:

1. General Property Management Services
    a. Maintain a Certified Property Manager (CPM) on staff during the full term of the agreement and/or task order as necessary.
    b. In cases where occupants need to remain in the property prior to relocation, administer temporary lease agreements, which includes rent collection, ensure payment of utility bills and that occupants can maintain decent living conditions. Prepare, maintain and submit a monthly Rent Collection and Receivables Aging Report.
    c. Prepare and maintain a monthly Property Inventory Report.
    d. After occupants have been relocated and properties are vacant, consultant shall coordinate with AUTHORITY to appropriately fence and secure properties and prevent trespassers, intruders and vandals from gaining entry to properties.
    a. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.
    b. Maintain an accounting of the disposition of improvements and the salvage Payments received.

2. Hazardous Material Removal, Demolition and Clearance
    a. Surveys of buildings, Containers, Etc.
    The Consultant may be required to provide survey activities. Survey activities may include the surveying and testing, as applicable, of buildings, structures, stored materials, tank contents and containers to determine whether hazardous waste or materials are present. The Consultant may also be required to perform environmental site assessment work to confirm that the properties are free and clear of hazardous materials, potentially requiring the on call team to assist with required environmental assessment and/or site remediation work as directed by AUTHORITY.

    Typical surveys or assessments may include, but not be limited to inspections for:
    - Asbestos containing materials (ACM) in buildings and pipelines
    - PCB containing materials in transformers, equipment, containers
    - Fuels and other chemicals in tanks, barrels and storage containers
    - Review of buildings or structures to determine whether hazardous materials are being used or stored
    - The presence of lead paint

□Environmental Assessment (i.e Phase 1, Phase 2)

Only when requested and/or approved by AUTHORITY will a Certified Industrial Hygienist (CIH) be utilized for survey plans and work. Requests for a CIH will be through the project or task order process. When surveys are included in a task order, survey activities as well as results shall be included as a report or as part of the Site Investigation Report.

b. Removal and Disposal of Asbestos and Lead Paint

This work shall consist of identifying, quantifying, removing and disposing of materials containing friable and/or non-friable asbestos prior to the demolition of improvements and obtaining all necessary licenses, permits, certification and other documents needed for the work. No grinding equipment that may expose asbestos containing materials may be used.

Consultant shall prepare a plan presenting the methods for removing, handling, transporting and disposing of friable or non-friable asbestos. Prior to submittal to the Project Manager, the local Air Quality Management District must approve the plans for friable asbestos. The submittal of these plans to the Southern California Air Quality Management District (SCAQMD) must occur 14 days prior to the start of work. This plan shall include identification of all Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) licenses, permits and certifications required for asbestos abatement work, removal, handling and transport.

All asbestos work and lead paint removal shall conform to federal, state and local laws governing the identification, preparation, workers, equipment, safety, monitoring, signing, fencing, removing, and hauling of friable and non-friable asbestos and shall supply copies or information on all applicable licenses, permits, and notifications required by applicable laws and regulations.

In cleaning sites that involve asbestos removal, Consultant must be properly licensed for such work. Consultant shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for asbestos abatement work. The Consultant shall be provided with an asbestos report prior to starting the job, and will be required to provide the AUTHORITY manager with copies of all

documents required for abatement and certification at the conclusion of the removal and disposal of asbestos.

Consultant shall use a California Uniform Hazardous Waste Manifest, which will be signed by the Project Manager or his designee. Project Manager will supply the EPA Generator number for the Consultant if necessary.

Consultant shall use hazardous waste haulers having current registration with the
California Department of Health Services (CDOHS), and shall have a U. S. EPA
Identification Number (US EPA ID Number). All vehicles used to transport hazardous waste shall have a valid Certificate of Compliance affixed to the vehicle.

Asbestos containerized for transportation to a disposal site shall be appropriately labeled. Consultant shall pay any disposal site charges.

Non-friable asbestos containing material is to be considered hazardous waste.
Consultant shall take precautions during removal that it remains wet, breakage is minimized, minimal visual emissions are allowed and it is not physically altered or powdered to result in the release of free asbestos fibers.

If the Consultant discovers any asbestos containing material or other hazardous waste not noted in the report provided by AUTHORITY, the Consultant must stop work. The consultant must call the Project Manager and should give an estimate of cost for this unforeseen work. Said materials will be removed only after approval in writing by the Project Manager. The removal of unforeseen asbestos will comply with the requirements pertaining to removal and disposal of asbestos.

c. Hazardous and/or Toxic Waste or Materials
Consultant shall immediately notify the Project Manager upon encountering any type of hazardous and/or toxic wastes or materials during the demolition and removal process. Project Manager will request an immediate site investigation by AUTHORITY's designated consultant.

Should it become necessary to terminate the demolition and removal process, Consultant shall be compensated only for work in progress or actually completed.
The amount of such compensation is to be determined by the Project Manager. No payment shall be made for delay or lost profits anticipated for uncompleted work.

d. Demolition and Clearance

Consultant may be required to coordinate related demolition and clearance services, including but not limited to, demolition and clearance, removal of walls, fences, trees and shrubs, asbestos and lead based paint removal and disposal, site remediation of hazardous materials, and fencing or securing properties. Consultant shall work through a Demolition Contractor whom shall furnish all labor, tools, materials and equipment necessary to provide routine and/or emergency demolition and clearance services for residential, commercial and industrial properties. In the performance of this task, Consultant shall at all times comply with all applicable laws, decisions, ordinances, statutes, rules, and regulations of the U. S. Government, the state of
California, and any political subdivision or public authority thereof, including without limitation, tax, labor, prevailing wage, safety, security and social security laws and regulations. In addition, Consultant shall perform the services there under in a manner so as not to endanger the safety or any person and property.

Consultant shall procure all permits and licenses, pay all charges and fees, and give all notices necessary for the due and lawful performance of work. Consultant shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

Consultant shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract.

Consultant shall protect from damage all existing improvements and utilities near the work site, and on adjacent property owned by a third party, the locations of which are made known to or should be known by the Consultant. Consultant shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the
Consultant fails or refused to repair the damage promptly, AUTHORITY may have
the necessary work performed and charge the cost to the Consultant.

e. Demolition and Clearance Special Provisions

All materials resulting from provision of demolition and clearance services shall become the property of the Consultant and shall be removed from the premises.
Hazardous materials shall be disposed of in accordance with appropriate laws and regulations including but not limited to OSHA Construction Standard (29

CFR 1926.1101) and EPA National Emission Standards for Hazardous Air Pollutants (NESHAP 40 CFR subpart M).

Sewer capping shall be the first order of work. Consultant shall disconnect and cap sewer lines at the property line or back of sidewalk. All sewer capping shall be subject to inspection by the responsible agency. Consultant shall notify the responsible agency a minimum of 24 hours prior to capping the sewer. The excavation resulting from the sewer cap operation shall be covered until inspection by the responsible agency and immediately backfilled after inspection. Consultant or his representative shall be on the site at the time the responsible agency inspects the sewer cap.

Prior to starting demolition operations, Consultant shall contact utility companies to verify the location of their service lines to be protected in place and/or verify removal of their service lines.

Prior to starting demolition operations adjacent to any public way, Consultant shall erect a protection fence. A protection fence will not be necessary when the distance from the improvement to the public way is more than one-half the height of the improvement being demolished.

Where a protection fence is erected on a public sidewalk, a pedestrian walkway shall be provided. The walkway and sidewalk shall meet the Code requirements established by the City where the project is located. The required width of the walkway shall be unobstructed.

No structural member in any level shall be demolished or removed until the level next above is completely removed, excepting Class "A" masonry and/or concrete improvements, subject to the approval of the responsible agency.

The cleaning of brick on the site is prohibited. Consultant shall break the floor of and fill all basements, pits, and sumps and backfill all excavations resulting from the removal operations.

Consultant shall not proceed from one item of work to the next until the previous item is in non-hazardous condition and all combustible material has been removed.

Consultant shall clear and grub all trees, shrubs and vegetation unless otherwise specified in a task order. Tree removal shall include removing the major root ball and backfilling the resulting excavations.

Consultant shall not remove fencing adjoining improved property unless instructed to do so by the Project Manager.

Unless specifically stated otherwise in these provisions, AUTHORITY assumes no responsibility for conditions not evident at the time of task order approval or for subsequent change or damage of any nature to the improvements not within the control of the Authority.

The Project Manager reserves the right to remove such items from the improvements as deemed suitable before directing Consultant to begin demolition operations.

f. Workmanship

The workmanship shall be in conformance with the building codes of the state, county, and city in which the work is being done. Consultant shall conduct operations in such a manner to cause the least obstruction and/or inconvenience to the surrounding tenants and/or property owners.

It is the Consultant's responsibility to notify the Project Manager to have all work inspected within 24 hours of work completion for final inspection of work. Consultant shall leave each work site in a clean and nest condition, and shall haul away and legally discard any materials or debris caused by work actions from the job site, at no additional cost.

I. RELOCATION SERVICES

The Consultant shall provide a Relocation Assistance Coordinator to implement the Relocation Assistance Program (RAP) in accordance with applicable laws, regulations, and policies. Services required include but are not limited to:

a) Implement the Uniform Act and other requirements.
b) Prepare Relocation Impact Documents (RID), Replacement Housing Valuations, and other R/W Planning documents.
c) Identify that sufficient Consultants are available to perform the RAP requirements of the project such that there is adequate time to spend with each displace to ensure the appropriate level of advisory assistance is provided and that claims are processed in a timely manner.
d) Coordinate increase of rental rates with Caltrans R/W staff to ensure that increases for RAP eligible occupants are in accordance with rental policy for residential rental rates. Increases in rental rates for 90-day Occupants may drastically affect their entitlements.
e) Perform inspections of the real property just prior to or at the close of escrow to determine if the acquired items of realty are still on-site, and explain to the displaces who will remain in occupancy that they are responsible for maintenance of the property until they vacate. Describe grace period, if any, for businesses renting from the State, in the rental agreement.

J. CONSTRUCTION COORDINATION

The Consultant shall coordinate right of way related activities during the construction phase. Services required include but are not limited to:

a) Perform pre-construction survey of affected properties and participate in pre-construction kickoff meeting.
b) Assist in developing right of way bid specs and construction obligations matrix.
c) Issue TCE notification letters to affected property owners upon initiation of construction.
d) Coordinate TCE site clearance requirements.
e) Assist with conflict resolution between property owner and construction contractor, enforcement of contract terms and assist with claims process.
f) Secure additional work space areas for contractor.
g) Coordinate property restoration and mitigation activities (excludes subcontractor or vendor services).

K. RIGHT OF WAY CLOSEOUT

The Consultant shall provide right of way support following the completion of construction in order to complete right of way closeout activities. Services required include but are not limited to:

a) Secure utility easement and local agency relinquishments.
b) Assist with excess land dispositions and Caltrans relinquishments.
c) Coordinate final mapping and post construction survey.
d) Prepare and record conveyance deeds to assign replacement easement rights to utility owners.
e) Coordinate transfer of r/w of way to Caltrans and other local agencies.
f) Coordinate the issuance of a title insurance policy to Caltrans.
g) Submission of all project documents and acquisition files to client.

C12002 Attachment B
SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)
OVERLAND, PACIFIC CUTLER, INC.
I-15/I-215 DEVORE INTERCHANGE IMPROVEMENT PROJECT
PRELIMINARY ROW BUDGET

Activity-Labor Pricing Form

tivity-Labor Pricing Form

e:
lated by:
ision Date:

ROW Services

SK ber	WBS Number	WBS Description	Activity Number	Activities Description	Total Budgeted Hours per WBS	Total Budgeted Hours per Activity	Senior Project Manager/Principal Hours per Activity	Senior Project Manager/Principal Hourly Rate & Cost	Project Manager Hours per Activity	Project Manager Hourly Rate & Cost	Senior Consultant Hours per Activity	Senior Consultant Hourly Rate & Cost	Consultant Hours per Activity	Consultant Hourly Rate & Cost	Project Support/Administration Hours per Activity	Project Support/Administration Hourly Rate & Cost	Property Mgmt Supervisor Hours per Activity	Property Mgmt Supervisor Hourly Rate & Cost	PM Assistant/Field Maintenance Sup Hours per Activity	PM Assistant/Field Maintenance Sup Hourly Rate & Cost	Field Labor Hours per Activity	Field Labor Hourly Rate & Cost	Weighted Value	Total Direct Labor Cost per Activity	Total Direct Labor Cost per WBS	Composite Rate
								$ 69.23		$ 45.67		$ 36.06		$ 24.04		$ 20.43		$ 44.24		$ 27.65		$ 13.00				
	100-25	Project Management																								
		Project Management		General management and coordination of the R/W program, acquisition and relocation Staff, subconsultant team, SANBAG and Caltrans; policy development, coordination with other agencies (FHWA).		2,285	2,020	$ 139,845	265	$ 12,103		$ -		$ -		$ -		$ -		$ -		$ -	0.374	$ 161,947		
				Prepare R/W Management Plan, Relocation Plan, cost studies and other project planning documents.		180	130	$ 9,000	50	$ 2,284		$ -		$ -		$ -		$ -		$ -		$ -	0.029	$ 11,283		
				Coordinate with SANBAG and Caltrans on delineating R/W requirements; coordinate design changes with D6; communicate R/W updates to project team		245	175	$ 12,115	70	$ 3,197		$ -		$ -		$ -		$ -		$ -		$ -	0.040	$ 15,512		
				Prepare, coordinate and attend R/W Project Team Meetings and other project coordination meetings and conference calls		815	505	$ 34,961	310	$ 14,158		$ -		$ -		$ -		$ -		$ -		$ -	0.133	$ 49,119		
				Support development of Design Build RFP and procurement process; participate in DB meetings, research and respond to A1C r/w inquiries.		185	185	$ 12,808		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0.030	$ 12,808		
				Identify and communicate R/W risks through periodic updates to the R/W Risk Register; provide resolution and mitigation plan of specific project risks.		325	105	$ 7,269	220	$ 10,047		$ -		$ -		$ -		$ -		$ -		$ -	0.053	$ 17,317		
		Project Documentation/Schedule/ Budgets/Deviierables		Manage, organize and retrieval of project documents, disseminate R/W information to project team; prepare required status reports and summaries.		870	120	$ 8,308	150	$ 6,851		$ -		$ -	600	$ 12,258		$ -		$ -		$ -	0.143	$ 27,416		
				Develop R/W schedule; provide regular updates to the project team on schedule updates, coordinate modification of the R/W schedule with project team.		290	170	$ 11,780	120	$ 5,480		$ -		$ -		$ -		$ -		$ -		$ -	0.048	$ 17,260		
				Prepare budget forecasts and trend analysis; process sub consultant services; issue task orders; cost accounting; management of R/W Capital and Services expenditures.		765	225	$ 15,577	170	$ 7,764		$ -		$ -	370	$ 7,559		$ -		$ -		$ -	0.125	$ 30,900		
		Public Outreach		Attend public meetings; provide support with presentation materials/documents for public meetings; respond to property owner inquiries and provide updates regarding inquiries.		145	105	$ 7,269	40	$ 1,827		$ -		$ -		$ -		$ -		$ -		$ -		$ 9,096		
				Subtotal	8106	8106	5740	$ 258,920	1395	$ 63,710	0	$ -	0	$ -	970	$ 19,817	0	$ -	0	$ -	0	$ -	0.3		4	342,447	$ 60.09
$	225.65	Right of Way Acquisition	02																							
		Acquisition Process		Manage all acquisition support services, including appraisal, environmental, title, escrow and coordination with project team.		1,480	210	$ 14,538	1,270	$ 58,001		$ -		$ -		$ -		$ -		$ -		$ -	0.242	$ 72,539		
				Present written offers, prepare and maintain parcel and project files; prepare agreements, deeds, settlement recommendations and other project support functions; conduct property owner and tenant negotiations, process counter offers and administrative settlements; coordinate transaction details with		7,780		$ -		$ -	510	$ 19,391	4,580	$ 110,103	2,690	$ 54,057		$ -		$ -		$ -	1.274	$ 183,451		
				Secure Rights of Entry for field inspections, geotechnical surveys and environmental assessments.		190	10	$ 692	25	$ 1,142	5	$ 180	125	$ 3,005	25	$ 511		$ -		$ -		$ -	0.031	$ 5,530		
		Title Clearance		Review title reports and underlying documents, prepare title abstracts, identify clearance items, coordinate with legal counsel and facilitate removal of title conditions.		2,295		$ -	280	$ 11,874	170	$ 6,130	1,285	$ 30,411	690	$ 12,254		$ -		$ -		$ -	0.378	$ 60,673		
		Escrow Coordination		Coordinate with independent escrow company; ascertain prepared conveyance documents; secure conveyances from lienholders; deposit acquisition documents and coordination of deeds.		1,200		$ -	65	$ 2,808	40	$ 1,442	180	$ 4,327	1,005	$ 20,532		$ -		$ -		$ -		$ 28,270		
					13036	13,036	220	$ 15,231	1,620	$ 73,965	725	$ 26,144	6,150	$ 147,846	4,320	$ 88,259	0	$ -	0	$ -	0	$ -	1.0		0	351,463	$ 26.96
$	229.70	Relocation Assistance																								
		Relocation Assistance		Coordinate and conduct occupant meetings, prepare eligibility notices; develop comparable data; process claim forms; replacement site coordination; research and prepare referrals and secure certificate of abandonments.		785		$ -	100	$ 4,567	60	$ 2,164	520	$ 12,501	105	$ 2,145		$ -		$ -		$ -		$ 21,377		
					785	785	-	$ -	100	$ 4,567	60	$ 2,164	520	$ 12,501	105	$ 2,145	-	$ -	-	$ -	-	$ -	1.1		0	21,377	$ 27.23
$	249.80	R/W Condemnation																								
		Litigation/Eminent Domain Support		Assist Caltrans and condemnation counsel prepare Resolutions of Necessity package, hearing notices, coordinate and attend Caltrans review meeting, transmit acquisition documents to counsel and attend depositions.		560	65	$ 4,500	100	$ 4,567	25	$ 902	150	$ 3,606	220	$ 4,495		$ -		$ -		$ -		$ 18,069		
					680	560	65	$ 4,500	100	$ 4,567	25	$ 902	150	$ 3,606	220	$ 4,495	-	$ -	-	$ -	-	$ -	2.5		0	18,069	$ 32.27
$	259.40	Property Management																								
		Property Management		Perform rent collection and deposits; prepare operations checks for second-party signatures; procure and coordinate vendors and contractors; dispatch maintenance and repairs; prepare send rolls and tenant ledgers; reconcile accounting statements.		165		$ -		$ -		$ -		$ -	125	$ 2,554	40	$ 1,770		$ -		$ -	0.027	$ 4,323		
		Property Services		Conduct property inspections; handling a variety of routine service calls; landscape maintenance; weed and debris removal; hauling debris; clean-outs; tenant mail re-mail; graffiti removal and board-ups.		1,250		$ -		$ -		$ -		$ -		$ -	45	$ 1,091	145	$ 4,009	1,000	$ 13,780	0.205	$ 19,780		
	225-75	Demolition/Site Clearance Coordination		Coordinate environmental assessments, abatement and lead based paint abatement, demolition services, and secure permits.		205		$ -		$ -		$ -		$ -	20	$ 885	275	$ 7,604		$ -		$ 8,489		
					1710	1,710	-	$ -	-	$ -	-	$ -	-	$ -	125	$ 2,554	105	$ 4 845	420	$ 11,813	1,000	$ 13,780	1.1		0	32,992	$ 19.06
	259-60	R/W Certification																								
		Segmental R/W Certification		Coordinate and prepare Caltrans R/W Certification documentation for all parcels.		305	50	$ 3,462	120	$ 5,480		$ -		$ -	135	$ 2,758		$ -		$ -		$ -	0.050	$ 11,700		
					305	305	50	$ 3,462	120	$ 5,480	-	$ -	-	$ -	135	$ 2,758	-	$ -	-	$ -	-	$ -	2.2		4	11,700	$ 38.36
		Construction Phase																								
		Construction Coordination Support		Prepare pre-construction site survey, issue TCE notifications, attend pre-con meetings, r/w contract enforcement, assist in resolving construction claims and record TCE quitclaims.		545	165	$ 13,500	120	$ 5,480	230	$ 8,294		$ -		$ -		$ -		$ -		$ -	0.069	$ 27,274		
					545	545	165	$ 13,500	120	$ 5,480	230	$ 8,294	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	0.2		0	27,274	$ 50.04
	200.15	Project Closeout																								

C12002 Attachment B
SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)
OVERLAND, PACIFIC CUTLER, INC.
I-15/I-215 DEVORE INTERCHANGE IMPROVEMENT PROJECT
PRELIMINARY ROW BUDGET

Activity-Labor Pricing Form

ASK mber	WBS Number	WBS Description	Activity Number	Activities Description	Total Budgeted Hours per WBS	Total Budgeted Hours per Activity	Hours per Activity	Hourly Rate & Cost	Hours per Activity	Hourly Rate & Cost	Hours per Activity	Hourly Rate & Cost	Hours per Activity	Hourly Rate & Cost	Hours per Activity	Hourly Rate & Cost	Hours per Activity	Hourly Rate & Cost	Hours per Activity	Hourly Rate & Cost	Hours per Activity	Hourly Rate & Cost	Weighted Value	Total Direct Labor Cost per Activity	Total Direct Labor Cost per WBS	Composite Rate
		Project Closeout		Coordinate final mapping, deed transfers, relinquishments and excess land sales.	-	230	40	$ 2,760	100	$ 4,587		$ -		$ -	90	$ 1,830		$ -		$ -		$ -		$ -	0.035	$ 8,175		
					230	230	40	$ 2,760	100	$ 4,587	-	$ -	-	$ -	90	$ 1,830	-	$ -	-	$ -	-	$ -	-	$ -	0.0		$ 8,175	$ 39.89
					23275	23275	4319		3666		1048		5620		6986		106		420		1060		0.1		$ 8,175	$ 0.39
				Total Hours	90,826			$ 298,381		$ 182,367		$ 37,502		$ 183,063		$ 121,805		$ 4,646		$ 11,613		$ 13,780		$ 814,097		
				Overhead Rate	150.00%			$ 447,572		$ 243,535		$ 56,254		$ 245,929		$ 182,707		$ 6,968		$ 17,420		$ 20,670		$ 1,221,145		
				Profit 10% Only	10%			$ 74,595		$ 40,589		$ 9,378		$ 40,988		$ 30,466		$ 1,161		$ 2,903		$ 3,445		$ 203,524		
				Total Labor/OH/Profit				$ 820,548		$ 446,481		$ 103,132		$ 450,870		$ 336,129		$ 12,774		$ 31,936		$ 37,896		$ 2,238,766		
				Total ODCs																				$ -		
				Total Vendors																				$ 958,800		
																								$ 3,197,565		

Composite Hrly. Rate	11.66

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C12002 Attachment B

03/09/2012

SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)
OVERLAND, PACIFIC CUTLER, INC.
I-15/I-215 DEVORE INTERCHANGE IMPROVEMENT PROJECT

PRICING FORM

TASK 700 - OTHER DIRECT COST (ODC's) & VENDOR COSTS									
ODC COST									
Company Name: Overland, Pacific & Cutler, Inc.									
			NTP				Total ODC's	Subtotal ODC's	Notes
			Cost	Unit	Quantity	Additional Lump Sum Cost			
WBS:	Item No.	Travel and Living						$ -	
752.01	1	Mileage ($ 0.56, Standard Rate as of July 1,2011)		Mile			$ -		
752.01	2	Plane Tickets		Trip			$ -		
752.01	3	Hotel ($105Max per night)		Night			$ -		
752.01	4	Meals		Day			$ -		
752.01	5	Tolls & Parking					$ -		
752.01	6	Per Diem		Day			$ -		
752.01	7	Temporary Housing		Month			$ -		
752.01	8	Relocation		Each			$ -		
752.01	9	Rental Car		Day			$ -		
752.01	10	Other					$ -		
		Communications & Shipping						$ -	
	1	Telephone		Month			$ -		
	2	Express Mail		Month			$ -		
	3	Postage/Freight		Month			$ -		
	4	Other					$ -		
		Project Office / Supplies						$ -	
	1	Space Rental		Month			$ -		
	2	Coop Facilities (No Overhead)		Month			$ -		
	3	Utilities		Month			$ -		
	4	Supplies		Month			$ -		
	5	Furniture		Month			$ -		
	6	Equipment Rental		Month			$ -		
	7	Mobilization/Demobilization		Month			$ -		
	8	Maintenance		Month			$ -		
	9	Other					$ -		
		CADD Equipment/Computers/Software						$ -	
	2	Personal Computers		Each			$ -		
	3	CADD Software		Each			$ -		
	4	Other Software		Each			$ -		
	5	Other		Each			$ -		
		Reproduction						$ -	
	1	Plotting		Foot			$ -		
	2	Reproduction		Copy			$ -		
	3	Drawings		Copy			$ -		
	4	Other/invoices	$ 600.00				$ -		
		User Defined						$ -	
	1	Description of Work					$ -		
	2	Description of Work					$ -		
	3	Description of Work					$ -		
	4	Description of Work					$ -		
		Permits/Licenses/Fees						$ -	
	1	Permits					$ -		
	2	Licenses					$ -		
	3	Fees					$ -		
	4	Other					$ -		
		Total 700 ODC's						$ -	

VENDOR COST									
Period Covers: February 15, 2012 through XXXXX			LNTP 5				Total VENDOR	Subtotal VENDOR	Notes
			Cost	Unit	Quantity	Additional Lump Sum Cost			
WBS:	Activity Code	Vendors						$ 958,800.00	
		Title Reports (ordered under On-Call Contract)	450	1	0		$ -		
195-40	30	Environmental Phase I (not required)					$ -		
195-40	30	Environmental Phase II (not required)					$ -		
225-60		Appraisal Services (Fee - Complex)	7500	1	4		$ 30,000.00		
225-60		Appraisal Services (Fee - Non Complex)	3450	1	104		$ 358,800.00		
225-60		Appraisal Services (Reviews)	2500	1	108		$ 270,000.00		
225-60		Appraisal Services (F&E)	7500	1	2		$ 15,000.00		
195-40	20, 25	Property Maintenance & Repairs	5000	1	12		$ 60,000.00		
225-75		Demolition and Clearance	15000	1	12		$ 180,000.00		
195-40		Structure Testing (Asbestos & Lead Based Paint)	3750	1	12		$ 45,000.00		
							$ -		
							$ -		
							$ -		
		Total Vendor Costs						$ 958,800.00	
		Total 700 ODC's & Vendors Cost						$ 958,800.00	

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12054 Amendment No. 0

By and Between

Overland Pacific & Cutler, Inc. and San Bernardino Associated Governments

Contract Description: Utility Relocation and Railroad Coordination Services for Devore Interchange Project

Board of Director's Meeting Date: April 4, 2012
Overview of BOD Action: Approve Contract

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	1,237,127	**Original Contingency Amount**	$	87,483
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	1,237,127	**TOTAL CONTINGENCY VALUE**	$	87,483
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	1,324,610.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
4/4/12	12/31/2016	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0880.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds	☐ State Funds	☐ Local Funds	☐ TDA Funds	☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature — Date 3/8/12
Project Manager Signature — Date 3/8/12
Chief Financial Officer Signature — Date 3/8/12
Contracts Manager Signature — Date

C12054 ATTACHMENT A
UTILITY AND RAILROAD COORDINATION SERVICES

SCOPE OF WORK

A. UTILITY RELOCATION COORDINATOR

Overland, Pacific & Cutler, Inc. (Consultant) will develop and implement utility coordination activities in accordance with Local, State, and Federal Laws, policies, and procedures that deal with Utility Relocation to verify utilities, identify utility conflicts, coordinate utility relocation, and manage and track billings related to these activities for utilities in physical conflict or in violation of the Department's utility accommodation policy for transportation projects. Additionally, Consultant shall be knowledgeable in liability determination for cost of utility relocation by understanding and using Master Contracts between Caltrans and utility companies, State Streets and Highways Code, and Statutes relating to the Department of Transportation.

a. Consultant shall establish files that document action taken or recommended.

b. Prepare estimates based on possible relocations. Update and revise the estimates when necessary.

c. Identify and verify all utility facilities lying within existing and proposed rights of way.

d. Coordinate all positive location requirements for all high/low risk utility facilities within the project limits.

e. Coordination and communication with respect to utility facilities that are to be installed within planned bridge structures including preparation of agreements as required.

f. Coordination and communication with respect to utility facilities that are to be installed prior to or concurrent with client's construction project, including preparation of agreements as required.

g. Coordinate "avoidance" and relocation of facilities.

h. Assist in preparing and/or reviewing: encroachment exception requests, high/low risk policy exceptions, FHWA Request for Authorization packages, FHWA Approval of Utility Agreement, portions of the Right of Way Data Sheets, portions of the R/W Certifications document.

i. Prepare Notices to Owners, Utility Agreement, and Encroachment Permits.

j. Verify relocation billings and process for payment when acceptable.

B. RAILROAD COORDINATION

Consultant shall provide a railroad coordinator to lead the efforts required to provide clearance between each railroad, BNSF and UPRR, and Caltrans such that the design builder has access to perform design and construction activities. Services include, but not limited to:

1. Throughout the length of the project Consultant will need to manage the scope, schedule and budget for assigned tasks. The purpose of this task is to provide internal management for project tasks to ensure that project needs are being met and that scope, schedule and budget issues are being addressed on a timely basis.

2. Consultant shall coordinate with PM, Authority, and Caltrans.

3. Schedule and coordinate meetings with the various agencies and each railroad.

4. Develop a schedule of activities required for clearance.

5. Consultant will assist in reviewing design submittals and in preparing, reviewing, and submitting for approval of railroad the C&M agreements, Right of Entry Permits, Flagging and CPUC documentation. Consultant will provide the activities and deliverables outlined below.

    - Provide design review and comments for 30% BNSF Design Submittal
    - Provide design review and comments for 60% BNSF Design Submittal
    - Provide design review and comments for 90% BNSF Design Submittal
    - Provide design review and comments for 100% BNSF Design Submittal
    - Provide design review and comments for 30% UP Design Submittal
    - Provide design review and comments for 60% UP Design Submittal
    - Provide design review and comments for 90% UP Design Submittal
    - Provide design review and comments for 100% UP Design Submittal
    - Provide Roadway Worker Protection and Safety Training, if needed.
    - Assist in acquiring Right of Entry Permits
    - Prepare Draft UPRR Construction and Maintenance Agreements from modification of existing agreements
    - Prepare and submit CPUC General Order 88-B
    - UPRR & BNSF Railroad Flagging Management
    - Participate in regular Coordination Meetings
    - Participate in Railroad Coordination Meetings

6. Consultant will assist in the construction phase by reviewing plan submittals and in coordinating with the Contractor, Client and Railroads.

7. Monitor the activities and action items and report this to the right of way project manager regularly.

8. Prepare required documentation, including but not limited to, preparation of C&M Agreements and CPUC applications.

C12054 Attachment B
SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)
OVERLAND, PACIFIC CUTLER, INC.
I-15/I-215 DEVORE INTERCHANGE IMPROVEMENT PROJECT
UTILITY RAILROAD BUDGET
Activity-Labor Pricing Form

ctivity-Labor Pricing Form
le:
ıte:
ɔdated by:
ɛvision Date:

Utility Services

ASK mber	WBS Number	WBS Description	Activity Number	Activities Description	Total Budgeted Hours per WBS	Total Budgeted Hours per Activity	Senior Project Manager/Principal Hours per Activity	Senior Project Manager/Principal Hourly Rate & Cost	Utility Project Manager Hours per Activity	Utility Project Manager Hourly Rate & Cost	Utility Coordinator Hours per Activity	Utility Coordinator Hourly Rate & Cost	Consultant Hours per Activity	Consultant Hourly Rate & Cost	Project Support/Administration Hours per Activity	Project Support/Administration Hourly Rate & Cost	Hours per Activity	Hourly Rate & Cost	Hours per Activity	Hourly Rate & Cost	Weighted Value	Total Direct Labor Cost per Activity	Total Direct Labor Cost per WBS	Composite Rate
								$ 69.23		$ 43.27		$ 36.06		$ 24.04		$ 20.43								
	100-25	Project Management																						
		Project Management		General management and coordination with SANBAG, Caltrans and other oversight agencies, policy development, provide regular updates on relocation progress and pending activities to be completed, and attendance at utility focus meeting.		1,174	75	$ 5,192	100	$ 4,327	1,008	$ 36,348		$ -		$ -		$ -		$ -		$ -	0.103	$ 45,868		
				Prepare Utility Relocation Approach (section of PMP), cost estimates and other planning documents.		705	40	$ 2,769	60	$ 2,596	605	$ 21,810		$ -		$ -		$ -		$ -		$ -	0.062	$ 27,182		
				Support development of Design Build RFP and procurement process, participate in DB meetings, research and respond to ATC t/w inquiries.		705	40	$ 2,769	60	$ 2,596	605	$ 21,810		$ -		$ -		$ -		$ -		$ -	0.062	$ 27,182		
				Identify and communicate R/W risks through periodic updates to the R/W Risk Register; provide resolutions and mitigation plan of specific project risks.		686	40	$ 2,769	56	$ 2,423	560	$ 21,275		$ -		$ -		$ -		$ -		$ -	0.060	$ 26,466		
		Utility Coordination		Verify utilities, issue Notice to Owners, secure utility owner relocation plans and cost estimates, coordinate utility relocations; review and advise on liability determinations for cost of utility relocations; manage and track billing related to utility conflicts; coordinate avoidance, protection and relocation of facilities; assist in preparation and review of encroachment permits; coordinate positive location of high/low risk policy exceptions; process FHWA and		4,786		$ -		$ -	4,056	$ 167,896		$ -	130	$ 2,956		$ -		$ -		$ -	0.421	$ 170,641		
				Caltrans approval of utility agreements; coordinate execution of Utility Agreements for conflicting facilities, prepare Reports of Investigation for each utility within the project.		2,124		$ -		$ -	2,074	$ 74,784		$ -	50	$ 1,022		$ -		$ -		$ -	0.187	$ 76,810		
		Project Closeout		Coordinate file closeout; identify utility encroachments in State ROW for final Caltrans disposition; compile final utility as built plans from DB contractor and utility owners; prepare closeout packages for each utility facility; prepare relinquishments.		1,185		$ -		$ -	1,135	$ 40,928		$ -	50	$ 1,022		$ -		$ -		$ -		$ 41,950		
				Subtotal	11374	11366	196	$ 13,500	276	$ 11,943	10673	$ 384,808	-	$ -	230	$ 4,000	0	$ -	0	$ -	0	$ -	0.0		$ 416,010	$ 36.49
					11374	11366	196		276		10673		0		230		0		0		0				$ -	$ -
				Total Hours		11,366		$ 13,500		$ 11,943		$ 384,808		$ -		$ 4,000		$ -		$ -		$ -		$ 415,010		
				Overhead Rate	150.00%			$ 20,250		$ 17,914		$ 577,903		$ -		$ 7,046		$ -		$ -		$ -		$ 622,614		
				Profit 10% Only	10%			$ 3,375		$ 2,986		$ 96,217		$ -		$ 1,175		$ -		$ -		$ -		$ 103,752		
				Total Labor/OH/Profit				$ 37,125		$ 32,842		$ 1,058,388		$ -		$ 12,922		$ -		$ -		$ -		$ 1,141,277		
				Total DDCs																				$ 96,850		
				Total Vendors																				$ 1,237,127		

Composite Hrly. Rate 36.52

312

C12054 ATTACHMENT B

03/09/2012

SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)
OVERLAND, PACIFIC CUTLER, INC.
I-15/I-215 DEVORE INTERCHANGE IMPROVEMENT PROJECT

PRICING FORM

TASK 700 - OTHER DIRECT COST (ODC's) & VENDOR COSTS									
ODC COST									
Company Name: Overland, Pacific & Cutler, Inc.									
			NTP				Total ODC's	Subtotal ODC's	Notes
			Cost	Unit	Quantity	Additional Lump Sum Cost			
WBS:	Item No.	Travel and Living						$ -	
752.01	1	Mileage ($ 0.56, Standard Rate as of July 1,2011)		Mile			$ -		
752.01	2	Plane Tickets		Trip			$ -		
752.01	3	Hotel ($105Max per night)		Night			$ -		
752.01	4	Meals		Day			$ -		
752.01	5	Tolls & Parking					$ -		
752.01	6	Per Deim		Day			$ -		
752.01	7	Temporary Housing		Month			$ -		
752.01	8	Relocation		Each			$ -		
752.01	9	Rental Car		Day			$ -		
752.01	10	Other					$ -		
		Communications & Shipping						$ -	
	1	Telephone		Month			$ -		
	2	Express Mail		Month			$ -		
	3	Postage/Freight		Month			$ -		
	4	Other					$ -		
		Project Office / Supplies						$ -	
	1	Space Rental		Month			$ -		
	2	Coop Facilities (No Overhead)		Month			$ -		
	3	Utilities		Month			$ -		
	4	Supplies		Month			$ -		
	5	Furniture		Month			$ -		
	6	Equipment Rental		Month			$ -		
	7	Mobilization/Demobilization		Month			$ -		
	8	Maintenance		Month			$ -		
	9	Other					$ -		
		CADD Equipment/Computers/Software						$ -	
	2	Personal Computers		Each			$ -		
	3	CADD Software		Each			$ -		
	4	Other Software		Each			$ -		
	5	Other		Each			$ -		
		Reproduction						$ -	
	1	Plotting		Foot			$ -		
	2	Reproduction		Copy			$ -		
	3	Drawings		Copy			$ -		
	4	Other/invoices	$ 600.00				$ -		
		User Defined						$ -	
	1	Description of Work					$ -		
	2	Description of Work					$ -		
	3	Description of Work					$ -		
	4	Description of Work					$ -		
		Permits/Licenses/Fees						$ -	
	1	Permits					$ -		
	2	Licenses					$ -		
	3	Fees					$ -		
	4	Other					$ -		
		Total 700 ODC's						$ -	

VENDOR COST									
Period Covers: February 15, 2012 through XXXXX			LNTP 5				Total VENDOR	Subtotal VENDOR	Notes
			Cost	Unit	Quantity	Additional Lump Sum Cost			
WBS:	Activity Code	Vendors						$ 95,850.00	
205-15	15	Service Contract for Railroad Services (RailPros)	106350	1	1		$ 95,850.00		
							$ -		
							$ -		
							$ -		
							$ -		
							$ -		
							$ -		
							$ -		
							$ -		
							$ -		
							$ -		
							$ -		
							$ -		
		Total Vendor Costs						$ 95,850.00	
		Total 700 ODC's & Vendors Cost						$ 95,850.00	

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: March 15, 2012

Subject: Devore Interchange Design-Build Cooperative Agreement

Recommendation:* 1. Approve Cooperative Agreement No. C12216 with Caltrans for the I-15/I-215 Devore Junction Goods Movement Project for execution of the design-build phase of the project which defines roles and responsibilities between the two agencies for this project phase and provides a funding commitment by SANBAG for $114,479,000 utilizing a variety of Federal, State, and local funds including $8,011,000 in Measure I 2010-2040 Cajon Pass funds.

2. Authorize a contract term through December 31, 2017 for Cooperative Agreement No. C12216, which exceeds the three (3) year maximum contract term for contracts as identified in SANBAG' Contracting and Procurement Policy 11000.

Background: **This is a new cooperative agreement.** SANBAG and Caltrans have executed cooperative agreements for the preliminary engineering phase and the right of way phase of this project. This important project has just completed the project approval/environmental document (PA/ED) phase and a final Request for Proposals (RFP) for a design-build contractor is due to be issued by Caltrans in April, 2012. The current schedule plans for award of a contract by Fall, 2012 and the start of the design-build contractor work before the end of the year. Substantial completion of the construction of the project is anticipated in 2016 with final close out work completed by the end of 2017.

*

Approved
Major Projects Committee

Date: March 15, 2012

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
MPC1203g-ds.docx
Attachment: C12216

This cooperative agreement spells out the roles and responsibilities of the two agencies and provides the funding plan. Caltrans will be the lead agency administering the design-build contract and providing most of the construction management work utilizing its own staff. SANBAG will be providing support and review as appropriate. SANBAG will be involved in concurrence of large change orders and will augment Caltrans staff and provide various project controls tasks to monitor and support successful management of the project. SANBAG and Caltrans staff have worked cooperatively through the project phases to date and anticipate that continued partnership through the design-build phase of the project. Since this is a new delivery method for SANBAG and Caltrans District 8, timely, efficient use of resources will be required along with seamless communication between agencies.

The total estimated cost for this project phase including final design and construction by the contractor and construction management/support by Caltrans is estimated to be $252,079,000. The State has committed $137,600,000 in State Highway Operations and Protection Program (SHOPP) funds towards the project with SANBAG committing a total of $114,479,000 consisting of Federal Surface Transportation Program funds, Federal project earmark funds, State Regional Improvement Program funds and $8,011,000 in Measure I 2010-2040 Cajon Pass funding, all programmed for this project. Caltrans will self reimburse all the funds with the exception that they will invoice SANBAG for the Measure I funding. This funding plan is consistent with the Devore funding plan presented to the Major Projects Committee in August, 2012 and the Board approved 10 Year Delivery Plan.

SANBAG is the project sponsor and in accordance with the Cooperative Agreement, is responsible to confirm full funding is available for capital and support prior to award of the design build contract. Thus, the design-build contract will not be awarded after the bids have been evaluated until SANBAG verifies that full funding is available. This includes both contract management which Caltrans is providing for the design and construction work and the design and construction activities being executed by the design builder as part of their contract scope. The Cooperative Agreement also specifies that Caltrans will notify SANBAG if there is any anticipated cost overrun or shortfall of funding. As project sponsor, SANBAG is responsible for adjusting the project scope to match committed funds or securing additional funds to fully fund the project scope.

In addition to formalizing roles, responsibilities, and funding, the term of the Cooperative Agreement extends through the end of 2017. This duration is required to accomplish all of the necessary tasks to finish construction and project closeout. 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." Recommendation 2 of this agenda is a request for the required duration of this agreement to be authorized.

Staff recommends approval of this Cooperative Agreement, which commits $114,479,000 in SANBAG controlled funds and an agreement duration through December 31, 2017.

Financial Impact: This item is consistent with the 2011/12 SANBAG Budget. Task No. 0880.

Reviewed By: This item will be reviewed by the Major Projects Committee on March 15, 2012 and the Mountain Desert Committee on March 16, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the Amendment as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

MPC1203g-ds.docx
Attachment: C12216

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12216 Amendment No. _____

By and Between

California Department of Transportation and San Bernardino County Transportation Authority

Contract Description Cooperative Agreement for I-15/I-215 Devore Interchange Design-Build

Board of Director's Meeting Date: 4/4/12

Overview of BOD Action: Approve cooperative agreement for roles and responsibilities and funding for the Design-Build phase of the I-15/I-215 Devore Design-Build Project

Is this a Sole-Source procurement? ☐ **Yes** ☐ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	8,011,000	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$		**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	8,011,000	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	8,011,000.00

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
4/4/12	12/31/17	

Has the contract term been amended? ☐ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 880.

☐ A Budget Amendment is required.

How are we funding current FY?

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

Agreement funding from Measure I 2010-2040 Cajon Pass funds and mixture of Federal and State funds

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

mm 3/8/12

Task Manager Signature — Date 3/7/12

Project Manager Signature — Date 3/7/12

Chief Financial Officer Signature — Date 3/8/12

Contracts Manager Signature — Date 3/8/12

08-SBD-15- 14.0/R16.4
08-SBD-215- 16.0/17.8
EA: 0K710
Federal Funds
District Agreement 08-1513
Project Number 0800000366

DESIGN-BUILD 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 political subdivision of the State of California, 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. This agreement outlines the terms and conditions of cooperation between PARTNERS to complete the DESIGN-BUILD phase 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 the I-15 IC, referred to as PROJECT.

   All responsibilities assigned in this Agreement to complete the DESIGN-BUILD phase of PROJECT will be referred to as OBLIGATIONS.

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

4. Prior to this agreement, CALTRANS and AUTHORITY prepared and executed the following PA&ED Cooperative Agreements: 1383, 1383 A/1, 1383 A/2, 1383 A/3, 1383 A/4 and 1383 A/5.

5. Prior to this agreement, CALTRANS and AUTHORITY prepared and executed Right of Way (R/W) Cooperative Agreement 1473 and 1473 A/1.

6. CALTRANS signed and approved a Mitigated Negative Declaration pursuant to CEQA and a Findings of No Significant Impact pursuant to NEPA on February 29, 2012.

7. The estimated date for OBLIGATION COMPLETION is December 31, 2017.

8. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.

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

10. The California Transportation Commission authorized the use of design-build project delivery for PROJECT on July 1, 2010 pursuant to Public Contract Code Section 6802(b). 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

11. AUTHORITY is SPONSOR for 100% of PROJECT.

12. CALTRANS will provide IQA for the DESIGN-BUILD phase. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all PROJECT WORK is in the best interest of the SHS, in accordance with all applicable federal and State Design requirements and consistent with all applicable CEQA and NEPA compliance requirements.

13. PARTNERS will provide the PROJECT-specific consultant support including engineering and related services. Notwithstanding the foregoing, the PARTNERS acknowledge that CALTRANS is responsible for providing "project development services" and is therefore the responsible agency as described in California Public Contract Code Section 6808, subject to the AUTHORITY's right to provide input with regard to the provisions of those services as provided in Article IV hereof and the right of CALTRANS to use the AUTHORITY's consultants to carry out such services as provided herein.

14. CALTRANS and AUTHORITY will each be a FUNDING PARTNER for this agreement. Their funding commitments are defined in the FUNDING SUMMARY.

15. CALTRANS is the CEQA lead agency for PROJECT.

16. CALTRANS is the NEPA lead agency for PROJECT.

17. CALTRANS is IMPLEMENTING AGENCY for the DESIGN-BUILD phase.

18. AUTHORITY will perform DESIGN-BUILD support work requested by CALTRANS and agreed to by AUTHORITY at its own costs.

19. CALTRANS will review and make recommendations on change orders and will have final approval on all Contract Change Orders.

SCOPE

Scope: General

20. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.

21. CALTRANS shall prepare a PROJECT MANAGEMENT PLAN (PMP) for administration of the DESIGN-BUILD contract which shall be reviewed and concurred by AUTHORITY. The PMP shall be reviewed and updated at least every six months throughout the life of the DESIGN-BUILD phase. PARTNERS will review and concur on all changes to the PMP.

    CALTRANS will provide a Quality Management Plan (QMP) for administration of the DESIGN-BUILD contract, which will be included in the PMP.

22. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.

23. 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.

24. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in OBLIGATIONS.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.

32. 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.

33. 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.

34. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the DESIGN-BUILD contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.

35. 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.

36. PARTNERS will comply with all of the commitments and conditions set forth in the IS(MND)/EA(FONSI) approved for PROJECT—including the Environmental Commitments Record (ECR), environmental documentation, environmental permits, approvals, and applicable agreements—including those with Resource Agencies, as those commitments and conditions apply to each PARTNER's responsibilities in this agreement.

37. CALTRANS will furnish AUTHORITY with written monthly Capital and Support progress reports during the implementation of OBLIGATIONS.

38. CALTRANS will develop staffing plan and resource loaded schedule for use in providing monthly Earned Value Reports for review and concurrence by AUTHORITY.

39. 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 will 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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	

45. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.

46. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

47. 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 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.

48. PARTNERS will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.

49. 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.*

50. 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.

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

52. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the IS (MND)/EA (FONSI) approved for PROJECT—including the Environmental Commitments Record (ECR), 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.

53. 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

54. 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	CALTRANS	AUTHORITY	CALTRANS	CALTRANS	CALTRANS	CALTRANS
401 RWQCB	CALTRANS	AUTHORITY	CALTRANS	CALTRANS	CALTRANS	CALTRANS
FESA Section 7 USFWS	CALTRANS	AUTHORITY	CALTRANS	CALTRANS	CALTRANS	CALTRANS
1602 DFG	CALTRANS	AUTHORITY	CALTRANS	CALTRANS	CALTRANS	CALTRANS

Scope: DESIGN-BUILD

55. CALTRANS will be the responsible agency and will advertise, evaluate technical proposals, open bids, award, and approve the DESIGN-BUILD contract in accordance with the California Public Contract Code 6800 *et. seq.* and the California Labor Code.

CALTRANS will not award the DESIGN-BUILD contract until SPONSOR verifies full funding of DESIGN-BUILD SUPPORT and DESIGN-BUILD CAPITAL.

By accepting responsibility to advertise and award the DESIGN-BUILD contract, CALTRANS also accepts responsibility to administer the DESIGN-BUILD contract.

56. CALTRANS will be the responsible agency and will provide all design management, construction management and project management staff required to implement the DESIGN-BUILD contract. CALTRANS may utilize AUTHORITY resources as mutually agreed by both parties.

57. CALTRANS will provide RESIDENT ENGINEER and construction support staffs that are independent of the design engineering company and construction contractor.

58. CALTRANS will include in the QMP all activities specific to the DESIGN-BUILD contract, which will be included in the PMP.

59. CALTRANS will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over $100,000.

60. CALTRANS will perform source inspection.

61. CALTRANS must approve all CCOs affecting public safety or the preservation of property, all design and specification changes, all major changes as defined in the

CALTRANS Construction Manual, and CALTRANS must also provide confirmation that the CCO does not require an Environmental Re-Evaluation prior to implementing the CCO. If an Environmental Re-Evaluation is determined to be required prior to implementing the CCO, Caltrans will coordinate with AUTHORITY to determine schedule and approach for completion of the Environmental Re-Evaluation.

62. IMPLEMENTING AGENCY will use a CALTRANS-approved construction contract claims process, as defined in the DESIGN-BUILD contract, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.

63. If the best value responsible DESIGN-BUILD contract proposal is greater than the funding commitment to DESIGN-BUILD CAPITAL, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, this may be extended if all PARTNERS agree on an extension of time, otherwise this agreement will terminate.

    CALTRANS will require the DESIGN-BUILD contractor to furnish payment and performance bonds naming CALTRANS as obligee and to carry liability insurance in accordance with DESIGN-BUILD contract.

64. As IMPLEMENTING AGENCY for DESIGN-BUILD, CALTRANS is responsible for maintenance within PROJECT limits as part of the DESIGN-BUILD contract.

65. CALTRANS will execute a separate maintenance agreement prior to OBLIGATION COMPLETION.

COST

Cost: General

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

67. 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.

68. 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.

69. HM MANAGEMENT ACTIVITIES costs related to HM-2 are DESIGN-BUILD SUPPORT and DESIGN-BUILD CAPITAL costs.

70. The cost to comply with and implement the commitments set forth in the IS(MND)/EA(FONSI) approved for PROJECT—including the Environmental Commitments Record (ECR), environmental documentation, environmental permits, approvals, and applicable agreements—including those with Resource Agencies, is an OBLIGATIONS COST.

71. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.

72. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.

73. CALTRANS IQA performed for DESIGN-BUILD phase within existing or proposed future SHS right of way is an OBLIGATIONS COST.

74. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.

75. 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.

76. CALTRANS will administer all federal subvention funds identified on the FUNDING SUMMARY.

77. 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.

78. If CALTRANS reimburses AUTHORITY for any costs later determined to be unallowable, AUTHORITY will reimburse those funds. If AUTHORITY reimburses CALTRANS for any costs later determined to be unallowable, CALTRANS will reimburse those funds.

79. The cost to place PROJECT right of way in a safe and operable condition and in accordance with all applicable environmental commitments is an OBLIGATIONS cost.

80. 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.

81. 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.

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

83. 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.

Cost: Environmental Permits, Approvals and Agreements

84. 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. Additionally, if an Environmental Re-Evaluation is determined to be required in conjunction with a proposed CCO, the cost of completing all WORK necessary to complete the Environmental Re-Evaluation, including preparation and approval of required environmental documentation, is an OBLIGATIONS COST.

Cost: DESIGN-BUILD SUPPORT

85. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS COST until CALTRANS execute a separate maintenance agreement.

86. AUTHORITY shall perform DESIGN-BUILD support work requested by CALTRANS and agreed to by AUTHORITY at its own costs. The cost of this support work is outside the scope of the FUNDING SUMMARY.

87. The cost of source inspection is an OBLIGATION cost.

88. CALTRANS will draw from the state and federal funds shown in the FUNDING SUMMARY table for this PROJECT COMPONENT.

Cost: DESIGN-BUILD CAPITAL

89. The cost of all State Furnished Materials (SFM) is a DESIGN-BUILD CAPITAL cost.

90. Each PARTNER listed below may submit invoices for DESIGN-BUILD CAPITAL:
- CALTRANS may invoice AUTHORITY

91. CALTRANS will submit sufficient back up documentations with each invoice based on PARTNERS mutual agreement.

92. CALTRANS will draw from the state and federal funds shown in the FUNDING SUMMARY table for this PROJECT COMPONENT.

93. PARTNERS will exchange funds for actual costs.

CALTRANS will invoice AUTHORITY for a $100,000 initial deposit upon execution of this agreement. This deposit represents two (2) months' estimated DESIGN-BUILD CAPITAL costs.

Thereafter, CALTRANS will submit to AUTHORITY monthly invoices for actual costs of DESIGN-BUILD activities to AUTHORITY based on the prior month's actual expenditures, for the portion of local funds as shown in the FUNDING SUMMARY.

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

SCHEDULE

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

GENERAL CONDITIONS

95. 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.

96. 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.

97. 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.

98. 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.

99. 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.

100. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.

101. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.

102. 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.

103. 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.

104. 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.

105. 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.

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

107. 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.

108. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.

109. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, beyond what was identified in the IS(MND)/EA(FONSI) approved for PROJECT—including the Environmental Commitments Record (ECR), environmental documentation, environmental permits, approvals, and applicable agreements—including those with Resource Agencies, or

beyond a proposed CCO, PARTNERS will amend this agreement to include completion of those additional tasks.

110. PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

111. 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.

112. 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.

DESIGN-BUILD CAPITAL – See PROJECT COMPONENT.

DESIGN-BUILD SUPPORT – See PROJECT COMPONENT.

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 and the execution of the DESIGN-BUILD contract in accordance with the applicable standards and within an established Quality Management Plan (QMP).

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 th 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 Realign Interstate 15 (I-15) from south of Glen Helen Parkwa Interchange (IC) to north 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.
- **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.
- **DESIGN-BUILD SUPPORT** – The activities required for the design, administration, acceptance, and final documentation of the DESIGN-BUILD contract for PROJECT.
- **DESIGN-BUILD CAPITAL** – The funds for the DESIGN-BUILD 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.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

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 DESIGN-BUILD process and must be approved by CALTRANS as the owner/operator of the SHS and as CEQA and NEPA Lead Agency for the PROJECT.

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.

Jesus Paez, Project Manager
464 West 4th Street, 6th Floor, (MS-1229)
San Bernardino, California 92401-1400
Office Phone: (909) 383-6288
Mobile Phone: (909) 844-8179
Fax Number: (909) 383-6938
Email: jesus.paez@dot.ca.gov

The primary agreement contact person for AUTHORITY is:
Garry Cohoe, Director of Project Delivery
1170 W. Third 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

APPROVED

By:_____
Raymond W. Wolfe, PhD
District Director

Date:_____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By:_____
Lisa Pacheco
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By:_____
Accounting Administrator

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

ATTEST:

By:_____
Vicki Watson
Board Clerk

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
Authority Counsel

Date:_____

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
4	195				Right of Way Property Management and Excess Land			X
4	200				Utility Relocation			X
3	205				Permits, Agreements during PS&E Component	X		
		05			Required permits		X	
		15			Railroad Agreements		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
4	225				Obtain Right of Way Interests for Project Right of Way Certification			X
3	230				Prepare Draft Plans, Specifications, and Estimates	X		
3	235				Mitigate Environmental Impacts and Clean Up Hazardous Waste			X
3	240				Draft Structures Plans, Specifications, and Estimates	X		
4	245				Post Right of Way Certification Work			X
3	250				Final Structures PS&E Package	X		
3	255				Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package	X		
3	260				Contract Bid Documents Ready to List			X
3	265				Awarded and Approved Construction Contract			X
5	270				Construction Engineering and General Contract Administration	X		
		10			Construction Staking Package and Control	X		
		15			Construction Stakes			X
		20			Construction Engineering Work	X		
		25			Construction Contract Administration Work	X		
			05		Secured Lease for Resident Engineer Office Space or Trailer	X		
			10		Set Up Construction Project Files	X		
			15		Pre-Construction Meeting	X		
			20		Progress Pay Estimates	X		
			25		Weekly Statement of Working Days	X		
			30		Construction Project Files and General Field Office Clerical Work	X		
			35		Labor Compliance Activities	X		
			40		Approved Subcontractor Substitutions	X		
			45		Coordination	X		
			50		Civil Rights Contract Compliance	X		
			99		Other Construction Contract Administration Products	X		

		30			Contract Item Work Inspection	X		
		35			Construction Material Sampling and Testing	X		
		40			Safety and Maintenance Reviews	X		
		45			Relief From Maintenance Process	X		
		55			Final Inspection and Acceptance Recommendation	X		
		60			Plant Establishment Administration			X
		65			Transportation Management Plan Implementation During Construction	X		
		70			Updated Environmental Commitments Record	X		
		75			Resource Agency Permit Renewal and Extension Requests	X		
		80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract	X		
		99			Other Construction Engineering and General Contract Administration	X		
5	275				Construction Engineering and General Contract Administration of Structures Work	X		
5	285				Contract Change Order Administration	X		
5	290				Resolve Contract Claims	X		
5	295				Accept Contract, Prepare Final Construction Estimate, and Final Report	X		
		35			Certificate of Environmental Compliance	X		
4	300				Final Right of Way Engineering			X

FUNDING SUMMARY

Funding Source	Funding Partner	Funding Type	DB Support	DB Capital	Subtotal Funds Type
STATE	CALTRANS	SHOPP	$0	$118,000,000	$118,000,000
STATE	CALTRANS	SHOPP Rehab	$0	$19,600,000	$19,600,000
STATE	AUTHORITY	STIP/RIP	$26,551,000	$18,594,000	$45,145,000
FEDERAL	AUTHORITY	Earmarks	$0	$2,000,000	$2,000,000
FEDERAL	AUTHORITY	STP	$0	$59,323,000	$59,323,000
LOCAL	AUTHORITY	Measure		$8,011,000	$8,011,000
		Subtotals by Component	$26,551,000	$225,528,000	$252,079,000

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Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: March 15, 2012

Subject: Interstate 15/Interstate 215 Devore Interchange Improvement Project Contract Amendment

Recommendation:* 1. Approve Amendment No. 4 to Contract No. C08013 with AECOM Technical Services, Inc. for engineering and environmental services on the Interstate 15/ Interstate 215 (I-15/I-215) Devore Interchange Improvement Project for an increase of $713,968.00 in the contract amount for a new contract amount of $10,694,693.00.

2. Authorize a contract term through April 30, 2016 for Contract C08013, 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 contract.** This item addresses an amendment of an existing I-15/I-215 Devore Interchange Improvement Project contract with AECOM for ongoing and anticipated work in support of completion of the environmental phase of the project and the design–build procurement package and its implementation.

Contract No. C08013 was approved by the SANBAG Board in July 2007 with LAN Engineering, now AECOM, for preliminary engineering and for preparation of the environmental clearance document. The original contract amount was $6,431,713, with a contingency of $643,171. Amendment No. 1 to this contract was approved by the Board in August 2010 for additional required efforts

*

Approved
Major Projects Committee

Date: March 15, 2012

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
MPC1203e-das
Attachment: C08013-04

associated with the change in delivery method of the project from design-bid-build to design-build and to address various environmental and preliminary design out-of-scope items that developed over the 3-year course of the project. The amount of Amendment No. 1 was $912,922, with an additional contingency of $70,000.

Amendment No. 2 to Contract No. C08013, approved by the SANBAG Board in March 2011, addressed additional out-of-scope items as well as new work in support for preliminary right-of-way work. A significant portion of Amendment No. 2 was new work for potholing of various utilities. This effort, normally done in final design, was advanced to positively identify existing utility locations and conflicts and coordinate with utility companies regarding potential utility relocations. In addition, this second amendment included the preprocessing of U.S. Army Corp of Engineer and U.S. Fish and Wildlife agency permits; providing design level information and studies for the Design-Build Request for Qualifications (RFQ); completion of a two-phased cultural survey required due to inaccessibility of certain sites; and other necessary work items. Both potholing and obtaining federal agency environmental permits are often lengthy exercises done during the design phase. By advancing this work, the overall schedule is expected to be reduced and it reduces the risks that may impede the design-builder, which should positively affect overall construction costs. The amount of Amendment No. 2 was $1,549,504, with an additional contingency of $154,950.

Amendment No. 3 to Contract No. C08013, approved by the SANBAG Board in November 2011, addressed additional activities, which were identified necessary new tasks including reformatting of the final environmental document based on a new annotated outline released by Caltrans in July 2011, updating the final environmental document to incorporate newly released 2010 census data, a new preliminary site investigation for areas outside the existing Caltrans right of way required to support initial right of way efforts and to be included in the final environmental document, updated advance planning studies for revised structure design based on ongoing design development to optimize the design build procurement package, design modifications to support resource agency coordination, and other miscellaneous items as detailed in the third contract amendment. These new items were required to support completion of the environmental document in February 2012, and release of the Request For Proposals (RFP) for design-builder scheduled for April 2012. The amount of Amendment No. 3 was $218,465 for a new contract amount of $9,980,725.00.

Amendment No. 4 to Contract C08013 is submitted primarily to add to the scope of services technical support as needed through the procurement and design build phase of the project. As the lead designer through preliminary engineering and environmental approval, AECOM staff are very familiar with the project and have

worked with Caltrans in completing the preliminary design, establishing the right of way requirements and developing geometric approval drawings. A Request for Proposals (RFP) will be issued by Caltrans this spring for design builders. AECOM will assist Caltrans and SANBAG as needed in reviewing alternative technical concepts. AECOM will also assist as needed through the design and construction of the project to help acquire the required construction permits, evaluate proposed designs, and review submittals by the contractor. The degree of support cannot be determined completely at this time, so based on current assumptions, this amendment is intended to provide the scope and budget to go through the procurement and into the design phase. A subsequent amendment could be required in the event that support levels greater than currently estimated are needed. This amendment also extends the duration of the contract such that the designer will be under contract and able to provide these support services through the expected duration of the design build contract.

A portion of the requested additional scope and budget is to cover final required efforts that have been determined necessary to secure the final environmental approval and support the technical information to be provided in the RFP. Some of these required items include refining project cross sections to minimize right of way impacts, responding to resource agency comments on the draft environmental document which have required further design studies, design of additional retaining walls to minimize project right of way, optimizing the project layout in the geometric approval drawings, and providing environmental monitors during potholing and geotechnical borings that were required due to this work occurring in sensitive habitat areas.

In addition to amending the contract for additional scope and budget, Staff is requesting authorization to extend the contract term through April 30, 2016. This duration is required such that the designer will be under contract and able to provide these support services through the expected duration of the design build contract. 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." Recommendation 2 of this agenda is a request for the required duration of this agreement to be authorized. Staff recommends approval of this contract amendment.

Financial Impact: Funding is consistent with the Fiscal Year 2011/2012 budget for Task No. 0880.

Reviewed By: This item will be reviewed by the SANBAG Major Projects Committee on March 15, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this Amendment as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

MPC1203e-das
Attachment: C08013-04

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 08013 Amendment No. 4

By and Between

AECOM Technical Services, Inc. and San Bernardino County Transportation Authority

Contract Description Engineering and Environmental Services for I-15/I-215 Interchange Improvements Project

Board of Director's Meeting Date: 4/4/12

Overview of BOD Action: Approve amendment adding additional scope and budget to the contract

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	6,431,713	**Original Contingency Amount**	$	643,171
Revised Contract Amount *Inclusive of prior amendments*	$	9,112,604	**Revised Contingency Amount** *Inclusive of prior amendments*	$	868,121
Current Amendment Amount	$	713,968	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	9,826,572	**TOTAL CONTINGENCY VALUE**	$	868,121
			TOTAL BUDGET AUTHORITY ***(contract value + contingency)***	$	10,694,693.00

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/11/07	1/15/13	4/30/16

Has the contract term been amended? ☐ No ☒ Yes - please explain.

Contract duration is being extended by 3 years to provide support during the design-build project phase.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 880.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds	☐ State Funds	☐ Local Funds	☐ TDA Funds	☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract: Measure I 2040 Cajon Pass Fund*

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature	Date 3/7/12	Project Manager Signature	Date 3/7/12
Chief Financial Officer Signature	Date 3/8/12	Contracts Manager Signature	Date 3/8/12

AMENDMENT NO. 4 TO

CONTRACT C08013

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS/

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

AECOM TECHNICAL SERVICES, INC.

FOR

ENGINEERING AND ENVIRONMENTAL SERVICES FOR I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT

This AMENDMENT NO. 4 to CONTRACT NO. C08-013 is made and 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 AECOM Technical Services, Inc. (hereafter called CONSULTANT).

RECITALS:

WHEREAS, under Contract No. 08013, as last changed by Amendment Nos. 1, 2 and 3, AUTHORITY and CONSULTANT entered into a contract to provide Engineering and Environmental Services for the I-15/I-215 Interchange Improvements Project; and

WHEREAS, additional services are required beyond the scope and duration of the original contract and previous amendments as described herein; and

WHEREAS, AUTHORITY and CONSULTANT have agreed to revise the scope of services, increase the contract amount by $713,968 and extend the contract term through April 30, 2016 to complete the additional scope of services.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 08-013 as follows:

1. Revise Article 1, "Description of Services", to add Attachment "F" to the Services to be performed by CONSULTANT. Attachment "A" was part of the original contract, Attachment "C" was added in Amendment No. 1, Attachment D was added in Amendment No. 2, Attachment "E" was added in Amendment 3, and Attachment "F" is attached herein to this Amendment No. 4 and by this reference incorporated herein.

2. Delete Article 2., "Performance Schedule", Section 2.1 in its entirety and replace with the following: "The Period of Performance by CONSULTANT under the Contract shall commence on July 11, 2007 and shall continue through April 30, 2016, unless earlier terminated or extended as identified herein."

3. Amend Article 3, "Contract Price and Cost Principles, Section 3.2 to delete in its entirety and replace with the following:

"The total cost shall not exceed $9,826,572 with a contingency of $868,121.00 for a total contract cost of $10,694,693.00. 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", Attachment "C", Attachment "D", Attachment "E", and Attachment "F" which are incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by AUTHORITY's Project Manager. 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".

4. Amend Article 3, "Contract Price and Cost Principle, Section 3.3 to delete in its entirety and replace with the following:

"CONSULTANT's overhead rates will be fixed, as set forth in Attachment "B" for the duration of this Contract except for Exhibit 1B and 2B work in Attachment "F" for Design Build Technical Support. The fixed overhead rate will not be subject to adjustment other than for Part B, Attachment "F". Overtime, any percentage increase over the direct billing rate, is not permitted without prior written authorization from AUTHORITY."

5. Amend Article 3, "Contract Price and Cost Principles", Section 3.6, first sentence to add in reference to Attachment "F" to read as follows:

"Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A"), Attachment "C", Attachment "D", Attachment "E" and Attachment "F" shall not be compensated without prior written authorization from AUTHORITY."

6. The Effective Date as defined herein is the date in which the AUTHORITY executed this Amendment.

7. Except as amended by this Amendment No. 4, all other provisions of Contract No. 08-013, as amended by Amendment No. 1, 2, and 3 shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have signed on the following page:

AECOM TECHNICAL SERVICES, 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
General Counsel

CONCURRENCE:

By: _____

Kathleen Murphy-Perez
Contracts Manager

AECOM
901 Via Piemonte
5th Floor
Ontario, CA 91764
www.aecom.com

909 579 3050 tel
909 579 3997 fax

March 2, 2012

Contract C08-013, Amendment 4
Attachment F

Mr. Dennis Saylor
SANBAG Project Manager
1170 W. 3rd St., 2nd Floor
San Bernardino, CA 92410-1715

Subject: I-15/I-215 Interchange Improvement Project Contract No. C08-013 – Amendment 4

Dear Mr. Saylor,

The AECOM team is nearing completion of all tasks leading to final approval of the Environmental Document and Project Report (Project Approval) for the I-15/I-215 Interchange Improvement Project (Project). Caltrans and SANBAG have identified additional tasks that are critical to the completion of the Project but were not included in the original scope of services developed in 2007, or in any of the previous amendments to the contract. The design-build approach has required additional engineering and management efforts that would not normally be performed at this stage of the Project. This letter documents the additional scope of work necessary to achieve Project Approval. The total cost of this effort including the reallocation of unexpended budget is $313,995. The tasks are described below under Project Approval Phase and the costs are summarized in Exhibit 1A and 2A.

Following Project Approval, Caltrans and SANBAG will move forward with tasks critical to the selection of a design-build team and to maintaining the project delivery schedule. Caltrans and SANBAG have identified tasks that may require on-going engineering or environmental support from the AECOM Team. The project team that prepared the preliminary design and environmental document will be available to support Caltrans and SANBAG in addressing technical issues that arise during the design-build process. The goal will be to maintain the continuity of personnel who have been involved in the development of the Project since inception. SANBAG intends to only issue task orders to AECOM when the work cannot be performed by SANBAG or Caltrans staff. For budgeting purposes the estimated cost of this effort is $399,973. The potential tasks are described below under Design-Build Phase and the costs are summarized in Exhibit 1B and 2B.

The total change in the contract amount is an additional $713,968.

PROJECT APPROVAL PHASE

1. Environmental Document and Support Tasks

The environmental subconsultant, LSA, is working closely with Caltrans and SANBAG to finalize the environmental document. The following services were not covered in the original environmental scope, but they are necessary for Project Approval. The total additional cost to complete the environmental document and studies for the project is $130,479. A description of each environmental task is listed below.

A. **Biological Monitoring for Environmentally Constrained Utility Potholing:** LSA has been asked to provide biological monitoring services for the utility potholing of environmentally constrained potholes. Two biological monitors are expected to be required for approximately 50 days. In addition, the biologists are required to do a pre-project survey and a post project report. The budget for this work is $67,000.

B. **Production of Additional Copies of Technical Studies:** Caltrans requested additional hard copies and digital copies of various technical reports. SANBAG requested CDs containing all final technical studies with Caltrans' signatures. The additional hard copies and digital copies are presented below:

HPSR – 5 hard copies and 2 CDs
NES – 5 hard copies and 2 CDs
Paleontological Resources Identification and Evaluation Report – 2 hard copies
All Final Signed Technical Studies – 2 CDs

The cost to produce and deliver these additional documents and CDs is $4,500.

C. **Final Relocation Impact Statement**: Project right of way requirements were significantly changed following circulation of the draft environmental document. LSA had to repeatedly compare parcel numbers and tables in order to establish accurate right of way data. The process to refine the information, required extensive coordination and collaboration with Caltrans, AECOM and OPC. LSA requests addition budget for the work effort required to obtain accurate baseline data and to review/revise the Final Relocation Impact Statement (FRIS) for consistency with the final right of way data sheets, which were delivered after submission of the FRIS for Caltrans review. The cost for the additional work to complete the FRIS is $4,000.

D. **Final Environmental Document Production:** The original project scope states that LSA will produce up to 20 copies of the Final Environmental Document. The size of Draft Environmental Document and production cost of the Environmental Document were estimated to be much lower in the original scope of work base on limited project information available at that time. Based on Caltrans' requested number of copies, LSA will now make 40 hard copies and 450 CD copies of the Final FED. LSA requests additional budget of $35,000 to cover production costs for a much larger environmental document.

E. **Biological and Archaeological Monitoring for Additional Borings:** SANBAG and Caltrans requested that LSA provide biological and archaeological monitoring for four days of geotechnical boring activity. This work includes attending a kick-off meeting and preparing reports that must be approved by Caltrans. The budget for archaeological monitoring and report preparation services is $7,500. This budget assumes no more than four days of monitoring and that no artifacts are encountered. The budget for biological monitoring and report preparation is $10,000. The total budget for monitoring and report preparation for the additional borings is $17,500.

F. **State Clearinghouse Fee and Processing:** A check in the amount of $2,101.50 is needed to be able to file the Notice of Determination (NOD) with the State Clearinghouse. Filing with the State Clearinghouse is required when Caltrans is the CEQA lead for a project. Although this check is SANBAG's responsibility, LSA has agreed to issue the check in order to expedite the process. A budget increase of $2,479 is requested to cover the check amount and the staff time for processing, including in-person delivery of the check to the County Recorder along with the NOD, which will be produced by Caltrans.

2. Additional Cross-Sections for Right of Way Studies

AECOM was asked to update the Project cross-sections that were previously submitted. The purpose of the update is to allow Caltrans to review the proposed right of way line and verify that the proposed right of way is sufficient to construct and maintain the proposed improvements. Alternative 3A has 31 separate roadway alignment files and each one has its own cross sections (slopes). The cross sections are computer generated but require significant effort to account for Project specific conditions such as benching, adjacent alignments, walls and local terrain. Significant time and effort was spent explaining Project features to Caltrans staff to help them understand Project details. The cross sections were developed and modified as requested by Caltrans to

a greater level of accuracy that would normally be performed at this stage of the Project. The additional effort is warranted based on the need to have additional information up front for the design build RFP. This effort was not included in the original project scope and is estimated to cost $10,500.

3. Additional Geometric Approval Drawing Effort

The original project estimate and scope of work was submitted and approved by SANBAG in July 2007, and this scope was not modified by any of the prior contract amendments. At that time the design elements and features of the preferred alternative were unknown. During the last four years the design has been optimized based on input from local agencies and the public. The current design for the preferred alternative is supported by the local community, Caltrans and FHWA. It maximizes the use of existing roadways and bridges to reduce cost and still meets the need and purposed of the Project. AECOM is currently preparing a Geometric Approval Drawing (GAD) for the preferred alternative that includes design of 12 separate mainline freeway alignments, 10 ramp alignments and 9 local street alignments. The preferred alternative also includes 18 new bridge structures. As part of the GAD development, design exception fact sheets are being updated to reflect the current design. The GAD addresses design details for several local streets in the Project vicinity. This design work was performed to facilitate approval of the County of San Bernardino. Because the GAD will serve as the baseline design for the design build contractor, additional coordination is required with Caltrans to incorporate additional details into the GAD. This includes additional retaining walls to reduce right of way impacts, changes to the pavement rehabilitation strategy that impact the roadway profile and changes to bridge designs that impact the roadway design. Caltrans has also requested additional alternative analysis of various geometric designs to minimize non-standard feature, environmental impacts and costs. The original budget for the GAD development was $258,000. The additional effort to complete the GAD was not included in the original project scope and is estimated to cost $204,016.

4. Reallocation of Available Geotechnical Budget

The geotechnical engineering work to support development of the project report is complete. The geotechnical subconsultant (EMI) has indicated that $31,000 of remaining budget can be reallocated to other project tasks. This amount will be applied to the remaining work listed above.

DESIGN-BUILD PHASE

1. Engineering Support

AECOM will provide on-going engineering support as requested by Caltrans and SANBAG. Additional engineering and design may be required to support the design-build process. This may include providing additional engineering and analysis in the following areas.

- Geometric Design
- Drainage Design
- Retaining Wall Design
- Earthwork Analysis
- Right of Way Analysis
- Signing and Lighting design

- Bridge Design
- Utility Relocation

It is anticipated that as part of the design-build process contractors will submit Alternative Technical Concepts (ATC) for Caltrans and SANBAG to evaluate. The ATC may offer a more cost effective or environment-friendly solution to a particular design problem. Caltrans will evaluate the ATC for feasibility, safety, effectiveness, cost and environmental impact. Caltrans will also need to evaluate the alternative designs for constructability to ensure that they are feasible and result in a final product that is acceptable. AECOM will provide engineering, design and constructability analysis as requested by SANBAG to assist Caltrans with ATC evaluations. The budgeted cost of this work is $324,973.

2. Environmental Support

AECOM and LSA have worked closely with SANBAG and Caltrans to complete the Final Environmental document. As the design-build phase proceeds, Caltrans will need to ensure that all features comply with the requirements of the environmental documents. AECOM and LSA will be available to assist with the following tasks as required.

- Re-evaluation of environmental technical studies
- Biological and cultural monitoring during construction
- Environmental questions from SANBAG, Caltrans and the Contractors during the design build phase
- Assistance with resource agency permits
- Coordinating design changes with resource agencies

The budgeted cost of this work is $75,000.

AECOM appreciates the opportunity to support SANBAG in the development of the I-15/I-215 Interchange Improvement Project. We look forward to reaching Project Approval and assisting Caltrans and SANBAG during the design-build phase.

Please contact us, should you have any comments or questions.

Respectfully submitted,

Mario A. Montes, P.E.
Project Manager

Attachments (Exhibit 1A, 2A, 1B & 2B)

COST AND PRICE ANALYSIS — **SAN BERNARDINO ASSOCIATED GOVERNMENTS**

NAME OF CONSULTANT		TITLE OF PROJECT		
AECOM		I-15/I-215 Interchange Improvement Project: Project Approval Phase		
40583 Detail Description		Estimated Hours	(Average) Rate/Hour	Total Estimated Cost ($)
1. DIRECT LABOR (Specify) SEE CONTINUATION SHEET				
PROJECT MGR		49	$86.33	4,230.17
TECHNICAL DIRECTOR		401	$80.55	32,300.55
DEPUTY PROJECT MANAGER		0	$58.41	0.00
ENGINEER IV		275	$52.00	14,300.00
ENGINEER III		497	$44.00	21,868.00
ENGINEER II		237	$37.00	8,769.00
ENGINEER I/CADD		412	$29.00	11,948.00
TECHNICAL DIRECTOR - BRIDGE		16	$86.30	1,380.80
SENIOR BRIDGE ENGINEER		21	$59.00	1,239.00
SENIOR CADD TECHNICIAN		191	$45.00	8,595.00
ENVIRONMENTAL MANAGER		0	$50.14	0.00
ADMINISTRATIVE ASSISTANT		18	$23.00	414.00
	TOTAL	2,117		**$105,044.52**
2. INDIRECT COSTS (Overhead,G&A-specify)	Burden Rate	X Base =	Burden ($)	
	125.00%	$105,044.52	$131,305.65	**$131,305.65**
3. TOTAL DIRECT LABOR AND INDIRECT COSTS (Sum of lines 1 and 2)				**$236,350.17**
4. FIXED FEE OR PROFIT (Specify, applies to line 3 only)	Percent	X Base =	Fee ($)	
	10.00%	$236,350.17	$23,635.02	$23,635.02
TOTAL				**$23,635.02**
5. OTHER DIRECT COSTS				
LSA				$130,479
Reallocation of existing geotechnical budget				-$31,000
Credit for Rework				-$45,468.72
6. TOTAL CONTRACT COST (Sum of lines 3, 4 and 5)				**$313,995**
DATE				
February 20, 2012				

C08013-04

I-15/I-215 Interchange Improvement Project
SANBAG Contract C08-013
AECOM Project Approval Phase Tasks
February 20, 2012

Exhibit 2A

Scope Changes	Subconsultants & ODC Costs	Credit for Rework	Hours												Subtotal Costs	Total Budget
			Project Manager	Tech Director	Engineer IV	Engineer III	Engineer II	Engineer I/CADD	Tech Dir. Bridge	Sr. Engr Bridge	Sr. CADD	Envir Manager	Admin Assistant	Total Hours		
1. Environmental Document & Support Tasks (LSA)	$130,479													0	$0	$130,479
2. Roadway Cross Sections		$7,487	4	20	31		40	61			10			166	$17,987	$10,500
3. GAD Development		$37,982	45	381	244	497	197	351	16	21	181		18	1951	$241,999	$204,016
4. Reallocation of unexpended Geotechnical budget	-$31,000															-$31,000
Hours ---->			49	401	275	497	237	412	16	21	191	0	18	2117	$259,985	
Credit----->		$45,469														
Total	$99,479															$313,995

COST AND PRICE ANALYSIS — **SAN BERNARDINO ASSOCIATED GOVERNMENTS**

NAME OF CONSULTANT	TITLE OF PROJECT
AECOM	**I-15/I-215 Interchange Improvement Project: Design-Build Technical Support**

Detail Description	Estimated Hours	(Average) Rate/Hour	Total Estimated Cost ($)
1. DIRECT LABOR (Specify) SEE CONTINUATION SHEET			
PROJECT MGR	110	$88.92	9,781.20
TECHNICAL DIRECTOR	475	$82.17	39,030.75
DEPUTY PROJECT MANAGER	425	$76.62	32,563.50
ENGINEER IV	140	$58.75	8,224.30
ENGINEER III	180	$45.42	8,175.60
ENGINEER II	95	$38.00	3,610.00
ENGINEER I/CADD	100	$34.53	3,452.50
TECHNICAL DIRECTOR - BRIDGE	55	$91.66	5,041.30
SENIOR BRIDGE ENGINEER	85	$60.00	5,100.00
SENIOR CADD TECHNICIAN	0	$45.00	0.00
ENVIRONMENTAL MANAGER	0	$50.14	0.00
ADMINISTRATIVE ASSISTANT	80	$24.00	1,920.00
TOTAL	1,745		**$116,899.15**

2. INDIRECT COSTS (Overhead,G&A-specify)	Burden Rate	X Base =	Burden ($)	
	150.00%	$116,899.15	$175,348.73	**$175,348.73**

3. TOTAL DIRECT LABOR AND INDIRECT COSTS (Sum of lines 1 and 2)	**$292,247.88**

4. FIXED FEE OR PROFIT (Specify, applies to line 3 only)	Percent	X Base =	Fee ($)	
	10.00%	$292,247.88	$29,224.79	$29,224.79
TOTAL				**$29,224.79**

5. OTHER DIRECT COSTS	
Copying/Binding/Reprographics/Travel	$3,500
LSA	$75,000
6. TOTAL CONTRACT COST (Sum of lines 3, 4 and 5)	**$399,973**

DATE	
February 20, 2012	

C08013-04

I-15/I-215 Interchange Improvement Project

Exhibit 2B

AECOM Design-Build Technical Support
February 20, 2012

Scope Changes	Subconsultants & ODC Costs	<----------Hours---------->													
		Project Manager	Tech Director	Deputy PM	Engineer IV	Engineer III	Engineer II	Engineer I/CADD	Tech Dir. Bridge	Sr. Engr Bridge	Sr. CADD	Envir Manager	Admin Assistant	Total Hours	Total Cost
1. Engineering Support Tasks (AECOM)	$3,500	110	475	425	140	180	95	100	55	85			80	1745	$324,973
2. Environmental Support (LSA)	$75,000													0	$75,000
														0	$0
														0	$0
														0	$0
Hours ------->		110	475	425	140	180	95	100	55	85	0	0	80	**1745**	
Cost---------->	$78,500														**$399,973**

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Governments
SANBAG
Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: March 15, 2012

Subject: Interstate 10 (I-10)/Tippecanoe Phase 1 Interchange Project

Recommendation:* 1. Approve Award of Contract No. C11215 with Simon Wong Engineering for Construction Management Services for I-10/Tippecanoe Phase 1 Interchange Project in an amount not-to-exceed $1,751,730.00.

2. Approve a contingency amount for Contract No. C11215 of $175,173.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

3. Approve the Interstate 10/Tippecanoe Phase 1 Interchange Project Plans, Specifications, and Estimates (PS&E) package; and

4. Authorize the Director of Project Delivery to advertise Invitation for Bids C12196 in May, 2012 to obtain construction bids for the Interstate 10/Tippecanoe Phase 1 Interchange project; and

5. Authorize staff to proceed directly to Board without prior Major Projects Policy Committee approval for the award of Construction Contract No. C12196.

Background: **Recommendations 1 & 2 are for a new contract.** In July 2011, SANBAG Board approved a strategy to expedite delivery of the Interstate 10/Tippecanoe Phase 1 Interchange project by separating the Project Plans, Specifications, &

*

Approved
Major Projects Committee

Date: *March 15, 2012*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
MPC1203a-bf
Attachment: C11215

Estimates (PS&E) package into two construction contracts that would be Advertised, Awarded, and Administered (AAA) by SANBAG in two phases. Phase 1 construction project is all within existing right-of-way which has the benefit of allowing this phase to proceed to construction early, delivering some congestion relief and taking advantage of the current low bid environment. The Phase 1 project will construct the I-10 eastbound auxiliary lane from 1.01 miles west of Tippecanoe Avenue to 1.02 miles east of Tippecanoe Avenue, reconstruct the eastbound off-ramp, and widen Timoteo Creek bridge on Interstate 10 in the Cities of Loma Linda and San Bernardino.

Recommendation No. 1 and No. 2:
Upon receiving Board's approval in January, 2012, staff issued a Request for Proposal C11215 for construction management, construction surveying, materials testing, and public outreach services for the Phase 1 construction project. On February 23rd, staff received eight (8) proposals. The firms who submitted are, in alphabetical order, Athalye, Berg, Caltrop, Harris & Associates, Nolte, Simon Wong Engineering, Transtech, and Vali Cooper. Staff assembled a selection panel consisting of members from the Cities of San Bernardino and Loma Linda, Caltrans, and SANBAG staff. Following the review of the eight proposals, five (5) firms were shortlisted to participate in interviews: Athalye, Harris & Associates, Nolte, Simon Wong Engineering, and Vali Cooper. Interviews were held on Wednesday, February 29th.

All five firms are very qualified to manage this Phase 1 construction project. Simon Wong Engineering's proposed staffing for work on the project, including their choice of subconsultants, and their ability to commence immediately distinguished it from the other firms. By majority, the selection panel agreed that Simon Wong Engineering (Simon Wong) was the most qualified and most available team to provide the services requested. Therefore, staff recommends approval of Contract No. C11215 with Simon Wong for Construction Management on the Tippecanoe Phase 1 project for a total not to exceed $ 1,751,730.00, a contingency for Contract No. C11215 for a not-to-exceed amount of $175,173.00, and to authorize the Executive Director or designee to release contingency as necessary for the project.

Recommendation No. 3, No. 4 and No. 5
In February, 2012 the SANBAG Board approved a construction cooperative agreement with Caltrans defining the roles and responsibilities of the signatory agencies in funding and administering construction of the Interstate 10/Tippecanoe Phase 1 Interchange Improvement Project. SANBAG is responsible for all construction capital and support costs. A cooperative agreement with the City of San Bernardino, City of Loma Linda, and Inland Valley Development Agency was enter into in August 2010. The estimated cost of constructing and administering the Phase 1 project is $18.6 million. SANBAG will contribute $15,549,000 in Surface Transportation Program Funds - local

(STPL). The City of San Bernardino, the City of Loma Linda, and the Inland Valley Development Agency will contribute local matching funds totaling $3,052,000.

In December 2011, the Interstate 10/Tippecanoe Phase 1 interchange project Plans, Specifications, and Estimates (PS&E) were approved by Caltrans. Staff is requesting SANBAG Board approval of the PS&E package and Board approval for the Director of Project Delivery to advertise Invitation for Bids C12196 to obtain bids for the project.

The California Transportation Commission is considering programming Corridor Mobility Improvement Account (CMIA) funds on Phase 1 because it is eligible and can be ready to allocate by the June 2012. For this reason, and to allow the contractor the ability to access the site and complete work in the channel prior to the rainy season, staff is requesting that the award of the construction contract to the lowest responsive, responsible bidder proceed directly to the Board of Directors at the May Board meeting without further consideration by the Major Projects Policy Committee.

Financial Impact: These items are consistent with the adopted Fiscal Year 2011-2012 budget.

Reviewed By: This item will be reviewed by the Major Projects Committee on March 15, 2012. SANBAG's Legal Counsel and Contracts Manager have reviewed and approved this item as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

MPC1203a-bf
Attachment: C11215

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 11215 Amendment No. _____

By and Between

San Bernardino Tansportation Authority and Simon Wong Engineering

Contract Description I-10 Tippiecanoe Phase 1 Interchange Construction Management Services

Board of Director's Meeting Date: April 4, 2012

Overview of BOD Action:

Award of Contract No. C11215 with Simon Wong Engineering and approve a contingency amount for C11215

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW					
Original Contract Amount	$	1,751,730	**Original Contingency Amount**	$	175,173
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	1,751,730	**TOTAL CONTINGENCY VALUE**	$	175,173
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	1,926,903

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
4/4/12	4/4/15	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 842.

☐ A Budget Amendment is required.

How are we funding current FY?

☐ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

The estimated cost of constructing and administering the Phase 1 project is $18.6 million. SANBAG will contribute $15,549,000 in Surface Transportation Program Funds - local (STPL). The City of San Bernardino, the City of Loma Linda, and the Inland Valley Development Agency will contribute local matching funds totaling $3,052,000. The California Transportation Commission is considering programming Corridor Mobility Improvement Account (CMIA) funds on Phase 1 because it is eligible and can be ready to allocate by the June 2012. If awarded these funds will supplement federal STPL funds.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☒ Retention? If yes, indicate % 10.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☒ Underutilized DBE (UDBE) Goal 3.78 %

Task Manager Signature 3/9/12 Date

Project Manager Signature 3/8/12 Date

Chief Financial Officer Signature Date

Contracts Manager Signature Date

ATTACHMENT A

"SCOPE OF SERVICES"

INDEX

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E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

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I. LIMITATIONS TO AUTHORITY

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A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SANBAG) will utilize the services of CONSULTANT to support the construction activities for the Interstate 10 /Tippecanoe Avenue Interchange Project ("Project"), which is anticipated to go out to bid in mid-2012. The CONSULTANT will provide construction management, materials testing and construction surveying for the Project. A description of the Project is given below.

Interstate 10/ Tippecanoe Interchange Improvement Project (Phases 1 and 2)

This Project proposes to widen eastbound I-10 between the Waterman Avenue on-ramp and Tippecanoe Avenue off-ramp. The widening would provide for four general purpose lanes, one auxiliary lane and standard inside and outside shoulders. In addition, the Project also proposes to widen the Tippecanoe Avenue eastbound off-ramp to a two-lane exit, which would provide four turning lanes approaching the Tippecanoe Avenue intersection.

Along the westbound direction of I-10, the Project proposes to reconfigure the interchange from a tight diamond to a partial cloverleaf configuration by adding a westbound loop on-ramp from northbound Tippecanoe Avenue and realigning the westbound off-ramp to join the existing Harriman Place/Tippecanoe Avenue intersection.

Proposed local street improvements include widening Tippecanoe Avenue and Anderson Street between Lee Street to the north and Court Street to the south of the freeway to accommodate additional turn lanes and capacity at the intersections of Tippecanoe Avenue/Harriman Place, Anderson Street/eastbound I-10 ramps, and Anderson Street/Redlands Boulevard. Redlands Boulevard would also be widened at Anderson Street to provide additional turn lanes and capacity. In addition to the street widening, proposed improvements include interconnecting the traffic signals along Tippecanoe Avenue and Anderson Street to improve traffic operations.

SANBAG intends to advertise, award and administer two separate, phased construction contracts for this interchange Project. The successful consultant firm will provide the construction management and support services requested in this RFP for Phase 1 construction contract.

The proposed **"Phase 1"** project scope of work includes widening of I-10 to accommodate an eastbound auxiliary lane and standard shoulder widths, construction of proposed improvements to the eastbound off ramp at Tippecanoe Avenue including retaining walls along the eastbound I-10 mainline and along the eastbound Tippecanoe Avenue off ramp, replacement of an existing concrete lined channel with a reinforced concrete box culvert, widening of San Timoteo Creek Bridge (54-0599) and eastbound/westbound bridge barrier replacements, eastbound bridge barrier replacement for Tippecanoe Avenue Undercrossing (54-0598), signing, striping, temporary traffic signal work, and landscaping improvements along eastbound I-10 and the Tippecanoe Avenue/Anderson Street off ramp.

The proposed "**Phase 2**" scope of work includes modification of the westbound I-10 ramps (proposed realignment of the existing off-ramp, proposed new loop on ramp from northbound Tippecanoe Avenue, and modification of the existing on ramp from southbound Tippecanoe), widening of the Tippecanoe Avenue Undercrossing (54-0598); widening of Tippecanoe Avenue/Anderson Street between Lee Street and Court Street, widening of Redlands Boulevard through its intersection with Anderson Street, construction of a new local street between Laurelwood Drive and Coulston Street, sound wall construction, drainage improvements, signing, striping, traffic signal improvements along Tippecanoe Avenue/Anderson Street and landscaping along the westbound ramps of the I-10 Tippecanoe Avenue interchange.

SANBAG anticipates that the Phase 1 project will be approximately 10 months in duration, beginning construction in **August 2012** and ending in **May 2013** followed by **1 year of Plant Establishment.** The Phase 2 project is currently expected to take approximately 15 months to complete with construction starting in September 2013 and ending by December 2014. Project closeout activities are not included in these estimated construction schedules.

CONSULTANT shall provide qualified construction management and inspection, materials testing and construction surveying personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

The SANBAG Construction Manager for this contract will be:

Mr. Mike Barnum
mbarnum@sanbag.ca.gov.

SANBAG has designated a Construction Manager to coordinate all construction activities. The CONSULTANT shall report to and receive direction from SANBAG through the Contract Manager, or his designees. The SANBAG Construction Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Construction Manager will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

The number of CONSULTANT personnel assigned to the Project will vary throughout

the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the Project schedule, Project requirements, and construction activities.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with prior concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the Project. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

Materials Testing: The number of field testing personnel assigned to the Project will

vary throughout the duration of the construction contract. CONSULTANT certified materials testing personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction contractor.

Materials Testing Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the Project. CONSULTANT personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG to maintain a consistency of material testing quality throughout each stage of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same field personnel for the duration of construction of the project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SANBAG Construction Manager.

Resumes of materials testing personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, SANBAG may release that field person and request that another be assigned as needed.

If a member of CONSULTANT's materials testing personnel is on a leave of absence, CONSULTANT's Project Manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All CONSULTANT personnel will be knowledgeable of, and comply with, all applicable local, state, and federal regulations. All personnel shall cooperate and consult with SANBAG during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for the Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

Construction surveying services will be provided on an on-call basis. It is the intent of SANBAG to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s)

assigned to a project be completely familiar with the survey requirements and the assignments for the Project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

Resumes of CONSULTANT personnel and certifications must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance of any CONSULTANT survey personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned.

If CONSULTANT's survey crew personnel assigned to the Project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement(s) will be required to meet all the requirements of the permanently assigned employee(s).

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SANBAG officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications.
- Keep records and document work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

b. Budget

CONSULTANT shall review the Project estimate and provide recommendations to SANBAG, as appropriate, to ensure efficient utilization of funds and control of project costs.

c. Constructability Review
CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies and report such findings to SANBAG in a format provide by SANBAG.

2. Bid Process

a. Bid Documents
CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1) Review of bid documents
2) Preparation of bid tabulations

b. Pre-construction Meetings

CONSULTANT shall assist SANBAG in conducting one, or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, design engineer, Caltrans, County and City staff, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1) Review of bid for completeness and responsiveness

2) Perform bid analysis

3) Development of contractor payment schedules, and other procedural items.

4) Checking Contractor references, licenses, insurance, and sureties.

5) Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.

b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate.

c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.

d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.

e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives,

meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SANBAG Major Projects Portal

g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.

h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SANBAG. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.

i. CONSULTANT shall review and ensure compliance with environmental requirements.

j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, and Local Agencies, as required.

k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.

l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.

m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).

n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval , and CCO number, if applicable

4. Construction Coordination

a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.

b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.

c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager.

d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.

e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.

f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.

g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.

h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and Caltrans. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.

i. CONSULTANT shall coordinate the implementation of any changes

with the Construction Manager and the design engineer.

j. CONSULTANT shall review and approve false work and shoring plans.

k. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG for Caltrans/City/County approvals, as necessary.

l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.

b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.

c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.

d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, and safety standards. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.

e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:

1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.

2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.

3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant

adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.

4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.

5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.

6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.

7) Preparing construction sketches, drawings, and cross-sections, as necessary.

8) Assisting in the preparation of as-built plans.

9) Providing inspections for environmental compliance.

10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.

11) Monitoring Contractors' compliance with applicable regulations required by AQMD.

12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.

c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.

d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

e) Perform construction staking, including but not limited to:

i. Utility relocations
ii. Clearing limits
iii. Slope staking
iv. Storm drain, sanitary sewer, and irrigation systems
v. Drainage structures
vi. Curbs, gutters, and sidewalk
vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
viii. Rough grade
ix. Finish grade

f) Monitor for settlement, if required.

g) Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG

2) Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

3) Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown

will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

4) Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

5) Right of Way Lines

Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.

b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.

c) Perpetuate existing monumentation which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

a) Right of Way Surveys which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right or way and easement lines, staking for right of way and easement fences.

b) Final monumentation which includes setting of centerline points of control upon completion of construction.

6) Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field

studies.

7) Control Survey

Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

8) Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only.
CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing and Geotechnical Services

1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

2) All field and laboratory testing is to be performed in accordance with California Test Methods.

3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

1) General Public Outreach Plan

a) SANBAG's primary goal is to assure the public that SANBAG is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.

b) SANBAG will provide the primary outreach effort with supplemental support as requested from

CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:

i. LOCAL AGENCY
ii. SANBAG Board
iii. LOCAL AGENCY and area Emergency Service Providers
iv. School Transportation Coordinator(s)
v. Local Business Community
    i) Specific businesses with expanding priority based on proximity to work zone and detours
    ii) Chamber of Commerce
vi. Commuters
vii. Recreational Travelers
viii. Trucking Industry
ix. Local media
    i) Print
    ii) Radio
    iii) Television

c) In the weeks prior to the selection of a construction contractor, SANBAG will coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.

d) Following the emergency responders briefing, SANBAG will coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.

e) Prior to construction, SANBAG, the LOCAL AGENCY and CONSULTANT will put on an Open House Community Meeting to highlight the Project details to the general public. Information about Project schedule, construction staging, detours, funding, etc. will be highlighted at this meeting. Project team members will be present to help field questions about the Project.

f) Just prior to the selection of a construction contractor, SANBAG and CONSULTANT (includes all PR subs) will coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire

the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.

g) Prior to construction beginning, SANBAG and CONSULTANT will coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.

h) Near the completion of the construction Project, SANBAG and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.

i) At various stages throughout the Project, SANBAG will request support from CONSULTANT for the following items:

i. Establish and maintain stakeholder and/or 'interested parties' list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)
ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SANBAG contact information, LOCAL AGENCY contact information, photos, logos, etc.)
iii. Weekly media advisories (use SANBAG template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SANBAG Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.
iv. Emergency notices – when needed.
v. Develop web content for project tab on SANBAG website. This page should include same elements of fact sheet with expanded detail

when possible. If the information is dynamic, please provide updates to SANBAG Public Information Office for approval prior to submitting to webmaster.

2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SANBAG Public Information Office before agreeing to appear.

3) All media inquiries shall be directed to the SANBAG Public Information Office.

d. Permits

CONSULTANT shall review the Project for permit compliance and coordinate with SANBAG and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

1) Contract pay item quantities and payments
2) Contract change orders
3) Supplemental work items
4) Agency furnished materials
5) Contingency balance
6) Project budget

b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate

Contract Change Orders.

b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows

1) Agreed Price
2) Adjustment in compensation to a bid item
3) Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SANBAG as determined by SANBAG's Construction Manager.

d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SANBAG with monthly status of safety reports.

b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.

c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.

d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.

b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.

c. CONSULTANT shall review and verify completeness of as-built drawings.

d. CONSULTANT shall conduct a final walk-through with SANBAG, Local Agencies, Contractors, and design engineers.

e. CONSULTANT shall prepare final construction reports including the Project Completion Report.

f. CONSULTANT shall prepare and deliver to SANBAG all Project files.

g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all Project permits.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.

2. Monthly Project Activity Summary Reports.

3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.

4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction Project.

5. Project Completion Report.

6. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, change order data, claims and claim reports, and Contractor payment records.

7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.

8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and

delivered to SANBAG with the Project files.

9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:

a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.

b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.

c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

d. Deliverables to the Resident Engineer shall follow the format specified below:
   1) Horizontal Control
   2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
   3) Vertical Control
   4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
   5) Topography
   6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.

e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

   1) Conventional Cross – Sections (each cross – section):
   For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.

   2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
   Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a

format compatible with the systems utilized by Caltrans.

3) Data Collector Data
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.

4) Other—As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.

2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.

3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.

4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).

5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:

   a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
   b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
   d. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

   a. Survey vehicles:

   Survey vehicles will be suitable to perform the required work in varying terrain

and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

b. Data Processing Systems:

Data processing systems shall include hardware and software to:

1) Performing survey and staking calculations from the design plans and specifications;
2) Reduce survey data collected with conventional and total station survey systems;
3) Perform network adjustments for horizontal and vertical control surveys;
4) Format survey data to be compatible with the Caltrans computer survey and data system.

c. Drafting equipment and supplies.

d. Digital calculators.

e. Hand tools as appropriate for the requested survey work.

f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.

h. Leveling instruments and equipment:

1) Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
2) Suitable level rods for the work to be performed.

i. Distance measuring instruments and equipment:

1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
2) Prisms, sufficient to perform the required work.
3) Tapes; steel, cloth.

j. Angle measuring instruments and equipment:

1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
2) Targets as required to perform the work.

k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.

l. Radio or cellular communications equipment for communication between field office and field crews.

m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SANBAG will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.

2. SANBAG will provide copies of all previously secured permits and Project authorizations.

3. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions

2. Bridge Construction Records and Procedures Manual

3. Quality Assurance Program Manual

4. Manual of Traffic Controls for Construction and Maintenance Work Zones

5. Caltrans Standard Specifications and Standard Plans

6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual

7. Manual of Test (3 volumes)

8. Survey Manual

9. District 8 Standard Staking Procedures Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SANBAG will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SANBAG Construction Manager.

H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SANBAG's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Construction Manager.

Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SANBAG.

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.

2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.

3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.

4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.

5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.

6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.

7. Verbally authorize or approve change orders or extra work for the Project.

8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. All oral and written communication with outside agencies or consultants related to the Project shall be directed only to SANBAG. Distribution of Project related communication and information shall be at the sole discretion of SANBAG representatives.

K. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.

2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.

3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.

4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

SANBAG will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SANBAG will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments are subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the following qualifications:

1. Project Manager

   a. A minimum of six (6) years' project management experience on similar construction projects is desired.

   b. Accessible to SANBAG at all times during normal working hours.

   c. A thorough understanding of Caltrans construction practices and procedures. The Project Manager will assume the following functional responsibilities:

      1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
      2) Assign personnel to projects on an as-needed basis.
      3) Administer personal leave.
      4) Prepare monthly reports for delivery to SANBAG.

2. Resident Engineer

   a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.

   b. Licensed Professional Civil Engineer in the State of California.

   c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

   d. Accessible to SANBAG at all times including weekends and holidays.

e. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:

1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
2) Assign field personnel to specific project tasks.
3) Monitor and track Contractor progress.
4) Prepare daily, weekly and monthly reports as required.
5) Coordinate utility relocations with appropriate agencies and the utility inspector.
6) Act as prime field contact between various project Contractors and SANBAG's Construction Manager.

3. Assistant Resident Engineer

a. A minimum of four (4) years' experience on similar construction projects is desired.

b. Licensed Professional Civil Engineer in the State of California.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Accessible to SANBAG at all times including weekends and holidays.

e. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:

1) Monitor and provide daily direction to CONSULTANT inspection personnel.
2) Assign field personnel to specific project tasks.
3) Monitor and track Contractor progress.
4) Prepare daily, weekly and monthly reports as required.
5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

a. A minimum of six (6) years' construction inspection experience in public works or similar projects ***or*** a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.

b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Ability to direct the efforts of subordinate inspectors.

e. Ability to use an automatic level and transit for the purpose of verifying line and grade.

f. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
6) Provide input for the redesign of facilities to fit existing field conditions.
7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

a. Two (2) years' construction inspection experience in public works or similar projects ***or*** a four-year degree in the field of civil transportation engineering is desired.

b. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.

c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.

d. Ability to use an automatic level and transit for the purpose of verifying line and grade.

e. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.

2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
4) Perform quantity calculations for progress pay estimates and maintain Project records.
5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
6) Provide input for the redesign of facilities to fit existing field conditions.
7) Perform construction materials sampling.
8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative or Lead Structural Inspector

a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.

b. Licensed Professional Civil Engineer in the State of California.

c. Knowledge of stress analysis, structural mechanics, and strength of materials.

d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various bridge construction materials including concrete.

e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, false work, and shoring.

f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.

g. Ability to direct the efforts of subordinate inspectors.

h. Ability to use an automatic level and transit for the purpose of verifying line and grade.

i. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, false work, shoring, and drainage structures.
2) Make grade, alignment, quantity, false work, and shoring calculations.

3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

a. A minimum of two (2) years' of bridge design or structural construction inspection as related to Caltrans or major public works projects ***or*** a four-year degree in civil or structural engineering is desired.

b. Knowledge of stress analysis, structural mechanics, and strength of materials.

c. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.

d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, false work, and shoring.

e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.

f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

g. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, false work, shoring, and drainage structures.
2) Make grade, alignment, quantity, false work, and shoring calculations.
3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.

b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.

c. Knowledge of Caltrans system of document organization.

d. Knowledge of construction records and accounting procedures.

e. Knowledge of documentation, procedures, and reporting for federally funded projects.

f. Knowledge of laws and regulations governing the payment of prevailing wages.

g. The Office Engineer will assume the following functional responsibilities:

1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
2) Prepare and process contract change orders.
3) Monitor construction budget and schedule.
4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
5) Perform routine calculations and checking of quantities.
6) Coordinate all office activities and functions with SANBAG representatives.

9. Materials Testing Project Manager

a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.

b. Licensed Civil Engineer in the State of California.

c. Ability to use typical computer programs including word processing and spreadsheets.

d. The materials testing project manager will assume the following functional responsibilities:

1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory and field personnel.
2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
3) Administer personal leave, subject to approval of the Resident Engineer.

4) Prepare monthly reports for delivery to the Resident Engineer.
5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.

Material testing personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SANBAG Construction Manager.

10. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possesses the following additional capabilities:

a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.

b. Be familiar with construction practices and be fully aware of construction activities at the Project site.

c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.

d. Specific qualifications for technicians are as follows:

1) CONSTRUCTION TECHNICIAN I

a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:

i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.

b) Knowledge and Skills Required

i. Knowledge of tools, equipment and vehicles utilized in construction.
ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
iii. Knowledge of basic mathematics used in the

computation of a variety of construction items.

iv. Knowledge of record keeping, preparing of documents and reports.

2) CONSTRUCTION TECHNICIAN II

a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:

i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
iv. Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
v. Answers questions and resolves problems.
vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
vii. Keeps daily diary of work progress.
viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

i. All knowledge and skills required of lower classification.
ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:

i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
ii. Perform a variety of structural material tests and

inspections.

iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.

iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.

v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.

vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.

vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

i. All knowledge and skills required of lower classifications.

ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.

iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.

iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.

v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

11. Construction Surveying Project Manager

a. A minimum four (4) years' project management experience on similar construction projects is desired.

b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.

c. Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.

d. Under the direction of the Resident Engineer, the Project Manager will be responsible for:

1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
2) Assign personnel to projects on an as-needed basis.
3) Administer personal leave, subject to approval of the Resident Engineer.
4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:

1) A licensed Land Surveyor in the State of California.
2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:

1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
2) Ability to make effective decisions concerning field problems and work in progress.
3) Familiarity with typical coordinate geometry computer programs.
4) Familiarity with safety requirements for surveying near traffic.

c. The Party Chief(s) will assume the following responsibilities:

1) Perform construction staking services for Project construction.
2) Administer day to day activities for the survey party.
3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

a. Qualifications for survey crew members should include the following:

1) A minimum of one (1) year of survey experience on similar construction projects is desired.
2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
3) Ability to assist Party Chiefs and office personnel in all required surveying work.
4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

1) Perform basic calculations to support construction staking.
2) Maintain continuous communication with Party Chiefs and office personnel.

ATTACHMENT 'B'

SIMON WONG ENGINEERING

San Bernardino Associated Governments (SANBAG)

Interstate 10 /Tippecanoe Avenue Interchange Widening / Improvement Project Phase I

Construction Management, Construction Surveying, Materials Testing and Public Outreach

March 9, 2012

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Manager	$81.59	44	$3,589.96
Resident Engineer	$69.71	2,180	$151,967.80
Construction Inspector	$50.30	1,840	$92,552.00
Structures Rep	$78.68	478	$37,609.04
Structures Inspector	$51.27	1,080	$55,371.60
Landscape Inspector	$48.36	432	$20,891.52
SWPPP Coordinator	$49.14	480	$23,587.20
Outreach Liaison	$65.37	76	$4,968.12
Outreach Assistant	$30.17	72	$2,172.24
Subtotal Hours & Direct Labor Costs		6,682	**$392,709.48**
Anticipated Salary Increases			**$13,598.97**
Total Direct Labor Costs			**$406,308.45** (1)

II. INDIRECT COSTS

INDIRECT RATE 149.96 % x $ 406,308.45 (Subtotal (1)) = Subtotal **$609,300.15** (2)

III. FEE (PROFIT)

9 % x $ 1,015,608.60 (Total (1) + (2)) = Subtotal **$91,404.77** (3)

IV. OTHER DIRECT COSTS

Item	Amount
Public Outreach & Other ODC	$22,759.13
Field Office	$50,000.00
Subtotal $	**$72,759.13** (4)

V. SUBCONSULTANTS COST

BetKon (Constructability Review & On call Public Outreach Assistance)	$21,398.44
Arcadis (Scheduler and Office Engineer)	$140,599.92
Ghirardelli (UDBE Electrical Inspector Budget)	$71,458.00
Leighton (Materials Testing Budget)	$111,122.86
AP Engineering (UDBE Soils Testing Lab Budget)	$19,301.99
Towill (Survey Budget)	$208,076.14
Subtotal $	**$571,957.35** (5)

VI. TOTAL AMOUNT

$1,751,730 (Total 1-5)

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1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
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TRANSPORTATION MEASURE I

- 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: March 15, 2012

Subject: Environmental Mitigation for the Interstate 10 (I-10)/Tippecanoe Phase 1 Interchange Project

Recommendation:* Authorize the payment of $120,000 for the purchase of 2.0 acres of credits within the Santa Ana Watershed Authority (SAWA) In-Lieu Fees Program to mitigate the impacts to drainage facilities associated with the I-10/Tippecanoe Phase I Interchange project.

Background: In July 2011, SANBAG Board approved a strategy to expedite delivery of the Interstate 10/Tippecanoe Phase 1 Interchange project by separating the Project Plans, Specifications, & Estimates (PS&E) package into two construction contracts that would be Advertised, Awarded, and Administered (AAA) by SANBAG in two phases. Phase 1 construction project is all within existing right-of-way which has the benefit of allowing this phase to proceed to construction early, delivering some congestion relief and taking advantage of the current low bid environment. The Phase 1 project will construct the I-10 eastbound auxiliary lane from 1.01 miles west of Tippecanoe Avenue to 1.02 miles east of Tippecanoe Avenue, reconstruct the eastbound off-ramp, and widen San Timoteo Creek Bridge on Interstate 10 in the cities of Loma Linda and San Bernardino.

The project improvements impact the San Timoteo Creek Channel and a trapezoidal drainage channel, therefore requiring permits from the resource agencies having jurisdiction over these drainage facilities. The permits require

*

Approved
Major Projects Committee

Date: *March 15, 2012*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

MPC1203b-bf

that the impacts be mitigated. One of the mitigations is the purchase of two acres of credits within the Santa Ana Watershed Authority (SAWA) In-Lieu Fees Program. The cost of these credits is $60,000/acre, for a total cost of $120,000. Staff is requesting authorization to purchase these credits.

Financial Impact: This item is consistent with the adopted Fiscal Year 2011-2012 budget.

Reviewed By: This item will be reviewed by the Major Projects Committee on March 15, 2012.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

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TRANSPORTATION MEASURE I

■ 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: March 15, 2012

Subject: Amendment No. 1 Contract No. C09179 with Advantec Consulting Engineers, Inc,. for Design and Implementation for Coordinated Traffic Signal System Program Tiers 3 & 4.

Recommendation:* 1. Approve Amendment No. 1 to Contract No. C09179 with Advantec Consulting Engineers, Inc., for Design and Implementation for Coordinated Traffic Signal System Program Tiers 3 & 4 to increase the contract amount by $74,617 to $2,662,549 and modify the scope of work.

2. Approve budget amendment to increase Task No. 0701 Valley Signal Coordination Program by $74,617 from Congestion Mitigation Air Quality (CMAQ) funds.

Background: **This is an Amendment to an existing Contract.** On May 20, 2009, the SANBAG Board approved Contract No. C09179 with Advantec Consulting Engineers, Inc., in the amount of $2,587,878 for design and implementation of the Coordinated Traffic Signal System Program Tiers 3 & 4.

In September 1999 the SANBAG Board approved development of a San Bernardino Valley Coordinated Traffic Signal System Plan. The objective of the plan was to develop a strategic plan for interconnecting traffic signals in the San Bernardino County Valley region that will enable traffic signal coordination across jurisdictional boundaries to reduce

*

Approved
Major Projects Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	X

Check all that apply.
MPC1203a-pc
Attachment: C09179-01

vehicle stops, delays, travel time, and emissions. Since completion of the Coordination Plan in October 2000, new signals continued to be installed on the network. The scope of Contract No. C09179 omitted new signals that had been installed to the network after SANBAG awarded the contract. This results in an increase of 79 intersections requiring design plans and 191 intersections requiring timing plans and timing implementation. These additional signals must be added to the scope to ensure the system operates properly.

Staff recommended amendment will address the additional scope, it will also eliminate Deliverable #9: After Study Measures of Effectiveness (MOE) Summary and final report. The After Study for the project will be done during the one year maintenance and monitoring period, which will provide a better benefit analysis of the project. The cost savings from eliminating this task will offset the increase of design, timing plans and timing implementation work as described above.

Financial Impact: The total contract amendment is $74,617 for a total contract amount of $2,662,549. This contract amendment will also require a $74,617 increase in budget under Task No. 0701 for Fiscal Year 2011/12. The funding source will be Congestion Mitigation Air Quality funds (CMAQ)

Reviewed By: This item will be reviewed by the Major Projects Committee on March 15, 2012. This item has been reviewed by the Contracts Manager and is currently being reviewed, as to form, by SANBAG Legal Counsel.

Responsible Staff: Philip Chu, Transportation Programming Analyst

MPC1203a-pc
Attachment: C09179-01

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CONTRACT SUMMARY SHEET

Contract No. C 09179 Amendment No. 1

By and Between

San Bernardino Associated Governments and Advantec Consulting Engineers Inc.

Contract Description Design and Implementation for Coordinated Traffic Signal System Program Tier 3 & 4

Board of Director's Meeting Date: April 4, 2012

Overview of BOD Action: Increase contract amount by $74,617 to a total of $2,662,549 and modified scope of work.

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	2,587,878	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	2,662,549	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	74,617	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	2,662,549	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	2,662,549

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
5/20/2009	5/20/2014	5/20/2014

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No.

☒ A Budget Amendment is required.

How are we funding current FY?

☒ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

100% CMAQ funds

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

mm 3/9/12

Task Manager Signature — Date 3/9/12

Project Manager Signature — Date 3/8/12

Chief Financial Officer Signature — Date 3/9/12

Contracts Manager Signature — Date 3/8/12

AMENDMENT NO. 1 TO

CONTRACT NO. 09179

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

ADVANTEC CONSULTING ENGINEERS, INC.

This Amendment No. 1 to Contract No. 09179 is effective on the Effective Date as defined herein between the San Bernardino Associated Governments (hereafter referred to as "SANBAG") and Advantec Consulting Engineers, Inc. (hereinafter called CONSULTANT)

RECITALS:

WHEREAS, under SANBAG Contract No. 09179, has engaged the services of CONSULTANT to provide technical services for the Design and Implementation of the Coordinated Traffic Signal System Program – Tier 3 & 4; and

WHEREAS, the parties desire to amend Contract No. 09179 to revise the scope of work and to amend the not to exceed amount established for this contract;

NOW THEREFORE, the parties hereto do mutually agree to amend the Contract No. 09179 as follows:

1. Amend the contract scope of work to include the intersections listed in Exhibit A, increasing the total number of signals included in the design and implementation of the Tier 3 & 4 program from 500 to 691 signal

2. Amend the contract scope of work to include any additional construction support task as needed to complete the project and implementation of the central system's Graphic User Interface (GUI) for all project locations.

3. Amend the contract scope of work to eliminate Deliverable #9: After Study MOE Summary and final report.

4. Amend Article 3.2.2 authorized compensation increase by $74,671 to an amount not to exceed $2,662,549.

5. Except as provided for by this Amendment No. 1, all other provisions of Contract No. 09179, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

ADVANTEC CONSULTING ENGINEERS, INC.

By: _____

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Larry McCallon, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Penny Alexander-Kelley
County Counsel

CONCURRENCE:

By: _____
Kathleen Murphy- Perez
SANBAG Contracts Manager

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1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
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TRANSPORTATION MEASURE I

- 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: 18

Date: March 15, 2012

Subject: Local Stimulus Program Update

Recommendation:* Receive report on the identified projects.

Background: On July 1, 2009 the Board of Directors approved the creation of the Local Stimulus Program in the total amount of $31,400,000. The distribution to the agencies was based on a per capita basis, excepting that no agency would receive less than $300,000. The projects have a deadline for completion 36 months after approval.

The portion allocated for the cities in the Valley subarea was $19,706,413.14. In addition, San Bernardino County is spending $3,269,705.16 of their urban and rural funds in the Valley Subarea. The combined total equals $22,976,118.30 or 73% of the total amount available in the Local Stimulus Program.

The portion allocated for the cities and towns in the Mountain/Desert Subarea was $5,873,881.70. In addition, San Bernardino County is spending $2,550,000 of their rural and urban funds in the Mountain/Desert Subarea. The combined total equals $8,423,881.70 or 27% of the total amount available in the Local Stimulus Program.

As of March 1, 2012, 65% of the total program has been completed and $20,395,598.60 in invoices have been submitted and reimbursed.

Attachment 1 to this agenda item lists the projects and their current status.

*

Approved
Major Projects Committee

Date: March 15, 2012

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA	X	SAFE		CMA	

Check all that apply.

MPC1203a-dab
MPC1203a1-dab

Financial Impact: This item is for information purposes and has no impact on the budget. This item has already been approved as part of the SANBAG budget and is consistent with those prior approvals.

Reviewed By: This item will be reviewed by both the Major Projects Committee on March 15, 2012 and the Mountain/Desert Committee on March 16, 2012.

Responsible Staff: Duane A. Baker, Director of Management Services

MPC1203a-dab
MPC1203a1-dab

LOCAL STIMULUS PROGRAM PROJECT STATUS
March 1, 2012

CITY	Project Name	Amount	Balance Remaining to be Billed	Fund Expiration Date
VALLEY SUBAREA				
Chino	Chino Avenue - 10th to Benson Ave.; Edison Ave. at Ramona; Edison Ave., Central to Oaks; Edison Ave., Oaks to Mountain; Riverside Drive ***All projects complete.***	$1,193,216.88	$0.00	
Chino Hills	Peyton Drive Street Rehabilitation	$937,932.19	$0.00	
	Maintenance of Eucalyptus Ave. from Galloping Hills Road (east) to the end (west). Work includes selective patch repairs, edge grind and overlay from Galloping Hills Road (east) to Ridgeview Drive, and application of Type II slurry from Ridgeview Drive to end (west). ***All projects complete.***	$178,055.11	$0.00	
Colton	Laurel Street Grade Separation ***Project in design.***	$732,660.37	$732,660.37	9/30/12
Fontana	Slover Avenue Street Pavement Rehabilitation	$1,287,519.09	$0.00	
	Auto Center Drive Street Improvements	$301,820.04	$0.00	
	Valley Blvd. - Catawba Ave. to Banana Ave., pavement rehabilitation ***Slover Ave. and Auto Center Dr. completed. Valley Blvd. project in construction.***	$1,090,178.63	$1,090,178.63	9/30/12
Grand Terrace	Public Alley Pavement Rehabilitation	$7,885.00	$0.00	
	Miscellaneous Sidewalk Repairs	$74,389.36	$53,588.62	11/16/12
	Reconstruct Barton Road/Preston Street Intersection	$6,037.77	$0.00	
	Barton Road Pavement Rehabilitation	$77,092.87	$0.00	
	Michigan Avenue Pavement Rehabilitation	$50,656.00	$0.00	
	Michigan Street ***Misc. Sidewalk Repairs and Michigan Street in construction. All others complete.***	$83,939.00	$4,870.00	11/16/12
Highland	Pavement rehabilitation on Base Line from State Route 210 to Cole Avenue ***Construction to start February 2012.***	$742,413.30	$742,413.30	9/30/12
Loma Linda	Lawton Avenue Pavement Rehabilitation ***Project complete.***	$320,641.69	$0.00	
Montclair	Fremont Avenue Street Improvement Project	$125,000.00	$0.00	
	Intersection Improvement Project - Phase 2	$243,993.07	$243,993.07	9/30/12
	Fremont Avenue Street Improvement Project - Phase 2 ***Fremont projects completed. Intersection projects in construction.***	$155,000.00	$0.00	

LOCAL STIMULUS PROGRAM PROJECT STATUS
March 1, 2012

CITY	Project Name	Amount	Balance Remaining to be Billed	Fund Expiration Date
Ontario	Mission Boulevard Pavement Rehabilitation, Baker to Grove Ave.	$241,000.00	$0.00	
	Mission Boulevard Pavement Rehabilitation, Milliken Ave. to 1500' East of Haven Ave.	$648,312.61	$0.00	
	Mountain Avenue Pavement Rehabilitation, Holt Blvd. to Mission Blvd.	$275,400.00	$0.00	
	Airport Drive Pavement Rehabilitation, Commerce Center Pkwy to Doubleday Avenue	$161,500.00	$0.00	
	Haven Avenue Pavement Rehabilitation, Guasti Rd. to 750 L.F. North of I-10 Fwy	$473,748.96	$0.00	
	San Antonio Avenue Pavement Rehabilitation, Phillips St. to Francis St.	$358,700.00	$0.00	
	Archibald Ave. – 60 Fwy. To Mission Blvd.	$296,411.26	$0.00	
	All projects complete.			
Rancho Cucamonga	Victoria Park Lane Pavement Rehabilitation	$499,254.25	$0.00	
	Base Line Road Pavement Rehabilitation	$358,507.93	$0.00	
	Hillside Road Pavement Rehabilitation	$331,957.04	$0.00	
	Vineyard Avenue Pavement Rehabilitation	$292,474.98	$0.00	
	Banyan Street Pavement Rehabilitation	$232,446.50	$0.00	
	Etiwanda Ave. Pavement Rehabilitation	$208,923.73	$0.00	
	Rochester Ave. Pavement Rehabilitation	$210,683.70	$0.00	
	Beryl Street Pavement Rehabilitation	$270,165.43	$0.00	
	Hillside Road Pavement Rehabilitation	$115,130.66	$0.00	
Redlands	Orange Street and Redlands Blvd. Street Rehabilitation Project	$1,015,637.04	$0.00	
	Project complete.			
Rialto	Widening of Cactus Avenue from Foothill Blvd. to Etiwanda Ave.	$699,999.80	$544,534.58	12/31/12
	Citywide Bus Stop Enhancement (bus turnouts and shelters on Riverside Avenue)	$417,888.82	$0.00	
	Improve west side of Linden Ave. from just north of Wilmer Amina Carter HS for approx. 1000 ft. for full street surface, curb, gutter and sidewalk for students.	$300,000.00	$300,000.00	12/31/12
	Bus Stop Enhancements project complete; Cactus Avenue design almost complete. Linden Ave. added as project in December 2011.			
San Bernardino	40th Street Pavement Rehabilitation from Waterman Ave. to Valencia Avenue	$141,100.00	$10,311.69	9/30/12
	Rialto Ave. & Meridian Ave. Traffic Signal	$200,000.00	$200,000.00	9/30/12
	Medical Center Drive and Magnolia Avenue Traffic Signal	$200,000.00	$200,000.00	9/30/12
	Genevieve Pavement Rehabilitation from 34th Street to 38th Street	$160,000.00	$51,695.89	9/30/12
	Coulston St. Pavement Rehabilitation from Tippecanoe Ave. to Ferree St.	$91,500.00	$16,751.70	9/30/12
	Eureka St. Pavement Rehabilitation between Mountain Ave. & Del Rosa Ave.	$100,000.00	$10,151.09	9/30/12

LOCAL STIMULUS PROGRAM PROJECT STATUS
March 1, 2012

CITY	Project Name	Amount	Balance Remaining to be Billed	Fund Expiration Date
San Bernardino (cont'd)	33rd Street Pavement Rehabilitation from "E" Street to "D" Street	$42,000.00	$632.22	9/30/12
	29th Street Pavement Rehabilitation between Lincoln Street & "H" Street	$119,000.00	$61,045.58	9/30/12
	Sun Valley Dr. Pavement Rehabilitation between 48th Street and Reservoir Dr.	$125,000.00	$38,615.99	9/30/12
	Sierra Way Pavement Rehabilitation from 4th Street to 9th Street	$234,000.00	$15,535.00	9/30/12
	Tippecanoe Ave. Pavement Rehabilitation from Base Line St. to Upper Warm Creek Channel	$65,000.00	$2,085.62	9/30/12
	Westbound SR-210 Waterman Ave. Exit Ramp & 30th Street - New Traffic Signal	$350,000.00	$350,000.00	9/30/12
	I-10/Tippecanoe Interchange	$1,071,103.48	$1,071,103.48	9/30/12
	Rialto and Medical Center signals are ready-to-list; Waterman exit ramp signal awaiting Caltrans approval. I-10/Tippecanoe will be used for right of way in 2012. All other projects complete.			
San Bernardino County - Urban	Calabash Avenue Rehabilitation	$835,552.00	$835,552.00	9/30/12
	Bloomington Ave. at Larch Ave. Signal Installation	$515,000.00	$0.00	
	Riverside Drive Rehabilitation	$204,705.16	$0.00	
	Oak Glen Road South Rehabilitation	$1,500,000.00	$1,410,312.29	9/30/12
	Ranchero Road Rehabilitation	$500,000.00	$500,000.00	9/30/12
	Bryant Street Rehabilitation	$467,500.00	$56,247.28	9/30/12
	Projects in design phase.			
Upland	Arrow Highway Pavement Rehabilitiation	$1,063,678.72	$0.00	
	Project complete.			
Yucaipa	Wildwood Canyon Road Street Improvement Project	$171,966.00	$171,966.00	9/30/12
	Yucaipa Blvd. Street Improvement Project, 12th Street to 15th Street	$555,491.86	$555,491.86	9/30/12
	Projects complete.			
MOUNTAIN/DESERT SUBAREA				
Adelanto	Air Expressway Pavement Rehabilitation	$400,678.07	$195,614.24	11/16/12
	All projects complete.			
Apple Valley	Town-wide Microsurfacing Project #1	$958,524.44	$0.00	
	Town-wide Microsurfacing Project #2	$31,808.86	$31,808.86	9/30/12
	All projects complete.			
Barstow	Caliente St. to Elizabeth St.: reconstruction, stop signs and stop bars	$343,237.86	$343,237.86	9/30/12
	Project to be completed in Spring 2012.			
Big Bear Lake	Modoc Drive Rehabilitation	$21,263.53	$0.00	
	Narrow Rehabilitation	$9,575.45	$0.00	
	Grizzly Court Rehabilitation	$10,182.00	$0.00	
	Swan Drive Rehabilitation	$0.00	$0.00	

LOCAL STIMULUS PROGRAM PROJECT STATUS
March 1, 2012

CITY	Project Name	Amount	Balance Remaining to be Billed	Fund Expiration Date
Big Bear Lake (cont'd)	Wren Rehabilitation	$26,274.66	$0.00	
	Alta Vista Rehabilitation	$49,302.67	$49,302.67	9/30/12
	Rock Spray Rehabilitation	$43,327.04	$0.00	
	Rock Spray Court Rehabilitation	$7,990.26	$0.00	
	Cherry Lane Rehabilitation	$36,139.16	$0.00	
	Silver Tip Rehabilitation	$49,862.14	$0.00	
	Encino Rehabilitation	$17,853.13	$0.00	
	Jaybird Rehabilitation	$13,841.70	$13,841.70	9/30/12
	Dream Rehabilitation	$14,388.26	$0.00	
	Jaybird and AltaVista in construction Spring 2012. All others complete.			
Hesperia	New Traffic Signal - Main Street and Rock Springs Road	$783,698.40	$0.00	
	FY 2009-10 Citywide Street Improvement Project	$400,000.89	$0.00	
	Project #3 - to be determined	$66,376.60	$66,376.60	11/30/12
	Main and Citywide projects complete. New project to be added.			
Needles	Slurry seal and/or pavement overlay for the following streets: Bailey Ave./Washington to J St.,	$200,656.80	$200,656.80	9/30/12
	Curb, gutter and sidewalk replacement: E Street/Valley St. to Downey St.	$34,100.00	$34,100.00	9/30/12
	Construct additional traffic lane: River Road/at terminus of River Road at Jack Smith Park	$65,243.20	$15,184.20	9/30/12
	Construction in progress.			
San Bernardino County - Rural	Amboy Road National Trails Highway @ Amboy Rehabilitation	$215,458.41	$0.00	
		$381,489.59	$381,489.59	9/30/12
	ARRA Rural Allocation (Amboy Rd.)*	$1,200,000.00	$1,200,000.00	9/30/12
Twentynine Palms	Mesquite Springs Rehabilitation Project	$437,067.27	$0.00	
	Project complete.			
Victorville	Roadway Rehabilitation (various locations)	$1,551,410.18	$403,052.62	9/30/12
Yucca Valley	Camino del Cielo Traffic Signal and Raised Median Island Project	$301,079.13	$0.00	
	Project complete.			
	TOTAL FUNDING	$31,400,000.00		
	projects completed and billed		**$19,195,598.60**	
	projects underway/not billed		**$12,204,401.40**	

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 19

Date: March 15, 2012

Subject: Borrowing to Expedite Freeway Interchange and Arterial Project Delivery in the Valley Subarea

Recommendation:* Receive information and provide direction on issues related to borrowing to expedite freeway interchange and arterial project delivery in the Valley subarea.

Background: During 2012 to 2014, SANBAG and its partners will deliver the most extensive and costly program of capital improvements in agency history. Projects in construction during that time will include freeways (I-215 North, I-215 Bicounty, I-10 Westbound, and the I-15/I-215 Devore Interchange), freeway interchanges (I-10/Citrus, I-10/Cherry, I-10/Tippecanoe, I-15/La Mesa Nisqualli, I-15/Ranchero), grade separations (Milliken North, Hunt's Lane, Milliken South, Vineyard North, Laurel Street, Palm Avenue, Glen Helen, and Lenwood), as well as the E Street SBx bus rapid transit project, the "First Mile" extension of Metrolink, and the Colton Crossing rail-to-rail grade separation. This aggressive program is funded by a combination of federal formula funds, federal PNRS (Projects of National and Regional Significance) funds, federal ARRA (stimulus) funds, federal TIGER funds, State Transportation Improvement Program (STIP) funds, State Highway Operation and Protection Program (SHOPP) funds, State Proposition 1B Corridor Mobility Improvement Account (CMIA) funds, Trade Corridor Improvement Funds (TCIF), State/Local Partnership Program (SLPP) funds, Measure I (bond proceeds and pay-go) funds, railroad funds, and local funds.

*

Approved
Major Projects Committee

Date: March 15, 2012

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

MPC1203a-ss
Attachments: MPC1203a1-ss; MPC1203a2-ss; MPC1023a3-ss; MPC1203a4-ss

Comments by SANBAG Board members at the December 15, 2011 Major Projects Committee and January 4, 2012 Board meeting highlighted issues to be considered as SANBAG administers this program: 1) ways to expedite the delivery of Valley interchange projects by additional bonding, 2) possible acceleration of Project Advancement Agreement reimbursement, and 3) the availability of local share of funding for projects, given the economic climate. The need for a robust policy discussion was further reinforced at the SANBAG Board meeting on March 7.

This agenda item provides information to facilitate policy discussion by SANBAG Board members on the above topics. The theme of this item centers on two main points: promoting project delivery, while at the same time protecting funding access and equity among jurisdictions. Considerable material is needed to provide background for this discussion, dating back to November 2004 when the extension of Measure I was approved by the voters of San Bernardino County. This agenda item provides summary background information and identifies some courses of action that the Board may wish to consider.

Each of the three issue areas has an extensive policy history, during which policy options were identified and evaluated in light of conditions at the time. Today's circumstances may lead to identification of other opportunities or impacts the Board may wish to consider as it weighs the policy options.

Staff is seeking direction on next steps. Pending direction provided by the Major Projects Committee, staff will bring the issues back to the Transportation Technical Advisory Committee (TTAC) on March 26 and the City/County Manager TAC (CCMTAC) on April 5, 2012.

ISSUE 1: FINDING WAYS TO EXPEDITE THE DELIVERY OF VALLEY FREEWAY INTERCHANGE PROJECTS

Existing Policy and History

The following bullet points describe the timeline and process for structuring the Valley Freeway Interchange Program as represented in the Measure I 2010-2040 Strategic Plan.

- The extension of the Measure I half-cent sales tax (Measure I 2010-2040), passed by the voters in 2004, establishes the percentage of revenue to be devoted to each program in the Valley subarea. The Valley Freeway Interchange Program receives 11% of Measure I Valley Subarea revenue. For Fiscal Year 2012-2013, this amount is projected to be $10.5 million.

MPC1203a-ss
Attachments: MPC1203a1-ss; MPC1203a2-ss; MPC1023a3-ss; MPC1203a4-ss

- Interchange priorities are governed by the list in the Measure I 2010-2040 Strategic Plan, approved by the SANBAG Board in April 2009. See Attachment 1 for the list of Valley interchange priorities. The I-10/Cherry, I-10/Citrus, I-10/Riverside, I-10/Tippecanoe, and I-10/Live Oak interchanges were grandfathered and were not assigned a priority. The policy discussion on how interchange priorities should be established occurred during the development of the Measure I 2010-2040 Strategic Plan between 2006 and 2009, and was extensive. Attachment 2 provides a chronology of that discussion and the information that was generated for SANBAG Board consideration before the policy was established.
- Four Valley interchanges are to be reimbursed through Project Advancement Agreements: I-10/Live Oak (Yucaipa), I-10/Riverside (Rialto), Phase 1 of I-10/Pepper (realignment of Valley Boulevard - County), and I-15/Duncan Canyon (Fontana). These legally binding contracts were entered into by SANBAG and the respective local jurisdictions between August 2006 and May 2010. For the first two years of the new Measure, 40% of the revenue from the interchange program has been used to reimburse jurisdictions for expenditures already incurred. SANBAG's commitment of interchange PAAs is expected to be paid off by mid-FY 14/15. See **ISSUE 2** for further background on the PAA program.
- Each interchange has a public (SANBAG) share and a development (local) share. Jurisdictions are reimbursed for the public share based on invoices submitted to SANBAG, once the expenditures are authorized through a project funding agreement. The development share percentage is defined in the Nexus Study. See additional background information on the development mitigation program and the Nexus Study under **ISSUE 3**. The development share percentage for many interchanges is further split among two or more jurisdictions based on each jurisdiction's contribution of new traffic (post 2004) within the interchange "traffic shed."
- Jurisdictions may advance work on a project by fronting the total cost (both SANBAG and local shares) and being reimbursed for the public share at a later date, as specified by Strategic Plan Policies 40002 and 40005. Only expenditures covered under an Advance Expenditure Agreement (AEA) with SANBAG may be reimbursed in this manner. Only one AEA has been issued to date, for a ramp improvement at the SR-60/Euclid Ave. interchange. See Attachment 3 for the relevant Board-approved policies underpinning the Valley Interchange, PAA, and AEA programs.
- Loans for the local share are possible on an exception basis (Policy 40005/VFI-23), with Board approval. Repayment terms are specified in the policy. According to the policy, failure to make payments consistent with the terms of the loan agreement will result in the jurisdiction's loss of access to

new allocations of Measure I Valley Major Street and Valley Freeway Interchange program funds, until payments are restored.

Policy Issues/Options

The Measure I 2010-2040 Strategic Plan and 10-Year Delivery Plan identified the Valley Freeway Interchange Program to be structured as a "pay-as-you-go" program. A steady stream of interchange funding was envisioned, but not a need for significant bond issuance. In addition, SANBAG policy allows for local jurisdictions to advance the delivery of their interchange projects by fronting the SANBAG share of the cost, as well as the local share. Thus, mechanisms have already been built into Strategic Plan policy for advancing interchange project delivery.

The current challenge is that the substantial slowdown in housing and commercial construction has resulted in a major reduction in development impact fees (DIFs) for transportation projects, the primary source of funds to be used for jurisdictions' match to SANBAG's public share of funding. Further, the dissolution of local redevelopment agencies (RDAs) as of February 1 has affected a major potential source of funding for local jurisdictions to front the costs for transportation project delivery. On one hand, one could argue that the slowdown in development has also slowed the need for building additional transportation capacity. On the other hand, the long lead time and cost for preparing projects for construction could result in certain projects being put on hold indefinitely, resulting in increased costs to the program later on.

The general policy issue to be discussed by the Board is whether SANBAG should borrow funds to facilitate the delivery of Valley freeway interchange projects. The policy choices revolve around two questions:

- Should SANBAG borrow for the public share of interchange projects, and if so, under what circumstances should it be done?
- Should SANBAG provide loans for the local jurisdiction share of interchange projects, and if so, under what circumstances should it be done?

The answers to both questions must consider how interchanges would be selected as beneficiaries of a borrowing program and how protections would be put in place so as not to disadvantage other interchange projects or the jurisdictions that sponsor them.

MPC1203a-ss
Attachments: MPC1203a1-ss; MPC1203a2-ss; MPC1023a3-ss; MPC1203a4-ss

Staff has had preliminary discussions with two technical advisory committees on issues that would need to be addressed, should the SANBAG Board determine to pursue borrowing to advance Valley freeway interchange projects. Material in this section was discussed with the Transportation Technical Advisory Committee (TTAC) on February 27, 2012 and with the City/County Manager TAC (CCMTAC) on March 1. Both meetings were intended as introductions to the topics, not with the intent of developing recommendations. Portions of the material contained in this agenda item were handed out and discussed at both meetings.

The CCMTAC expressed an interest in further discussion of this material, with the intent of providing input to any recommendations that may be made as part of a subsequent agenda item for the Major Projects Committee. SANBAG staff indicated that they would be available to have additional meetings or workshops with either or both TACs if that would be useful.

Schedule Information for the Top 10 Interchanges on the Priority List

The discussion of interchange borrowing scenarios can be more focused by identifying interchanges that could potentially benefit from such a program. SANBAG staff obtained schedule information from local jurisdiction staff in the process of preparing the 10-Year Delivery plan. The schedule information is currently being updated, through an additional request to jurisdiction staff, but the schedules previously provided to SANBAG provide a starting point for understanding the potential borrowing needs for at least the top 10 interchanges on the priority list. Notes are provided where SANBAG staff is aware of circumstances that may affect the schedule originally provided for the 10-Year Plan.

The 10-Year Plan approved by the Board assumed that these schedules would be pushed out to accommodate the "pay-as-you-go" approach for the interchange program, as endorsed by the SANBAG Board in both the Measure I Strategic Plan and the 10-Year Delivery Plan. The schedules shown below assume that funding is available when it is needed, and are not sequenced in a pay-as-you-go approach. Only the top 7 interchanges were included in the 10-Year Plan. Their schedules and jurisdiction responsibility, in priority order, are as follows:

- I-10/Cedar (County) – Initially, construction was scheduled to begin in late 2012. However, the design phase has been put on hold for the last year. Construction would not likely begin until at least late 2013.
- SR-210/Baseline (Highland) – Begin construction in Fall, 2015

- SR-60/Central (Chino) – Begin construction in FY 14/15.
- I-10/University (Redlands) – Begin construction in late 2015.
- I-215/University (City of San Bernardino) – Begin construction in Summer, 2015.
- I-10/Alabama (County/Redlands) – Begin construction in Fall, 2016 – Construction would likely be coordinated with the I-10 widening project, so could occur later in schedule sequence.
- I-15/Baseline (Rancho Cucamonga) – Begin construction in late 2012 or early 2013.

The other three interchanges in the top 10 (I-10/Mt. Vernon, SR-60/Archibald, and I-10/Monte Vista) are still early in the planning stages and would not likely be ready for construction for at least five years. It should be noted that construction on the I-15/Duncan Canyon interchange will begin in Fall, 2012. This interchange is included in the Project Advancement Program, with a SANBAG contribution of $4.068 million. Fontana is likely to be reimbursed for the SANBAG amount no later than FY 2014-2015, based on the chronology of invoices in the PAA interchange program. SANBAG staff has been in discussion with City of Fontana staff regarding remaining funding needs.

One additional interchange that has been discussed with County staff is the I-10/Pepper interchange. This is a joint County/City of Colton project, which is entering the design stage. Construction could begin as early as 2014, but under current policy, the SANBAG share would need to be reimbursed at a later date under an Advance Expenditure Agreement, given that the interchange is No. 19 on the priority list. A federal earmark of approximately $6 million was secured by the local jurisdiction sponsors under a prior transportation bill (TEA-21). SANBAG staff has preliminarily discussed with County staff possible options for advancing this interchange.

The 10-Year Delivery Plan indicates that bonding for Measure I projects would be considered in approximately two-year increments. After the current bond issue in Spring 2012, the next issue would be considered in 2014. Based on the schedules above, the need for borrowing for the public share prior to the planned 2014 bond issue is limited, and is likely less than $25 million. Internal cash flow borrowing would likely cover these costs, should the Board wish to advance funds for the SANBAG share. Bonding needs for the interchange public share can be more clearly defined in late 2013 prior to the target date for the next bond issue.

MPC1203a-ss
Attachments: MPC1203a1-ss; MPC1203a2-ss; MPC1023a3-ss; MPC1203a4-ss

Why Consider Borrowing for Interchange Project Delivery?

To set the stage for Board consideration of future bonding for the interchange program, SANBAG staff has examined both the opportunities for advancing projects as well as the limitations and risks of doing so. Several overall objectives and circumstances should be considered:

- Timely project delivery – delays in delivery generally result in increased costs.
- Project benefit – Earlier delivery brings earlier benefits to the public.
- Jurisdictional equity – no jurisdiction should be disadvantaged by SANBAG's borrowing to accelerate a project in another jurisdiction.
- Program funding capacity – SANBAG is legally required to comply with the voter-approved Measure I 2010-2040 Expenditure Plan, including the percentages allocated to each program, and this compliance cannot be put at risk. This may limit the extent to which borrowing may occur for the Valley Interchange Program.
- Financial stability – Borrowing must not put SANBAG's various financial commitments at risk across the spectrum of the agency's activities.
- Leveraging of state/federal dollars – Borrowing may be higher priority for projects that can bring in outside funds or for which loss of substantial outside funds is at risk.
- Current favorable conditions for project construction – Though the bid environment is currently favorable, it is unclear how long this favorable climate will continue.

Although SANBAG Strategic Plan policy allows for borrowing for Valley Freeway Interchange Program projects, this was expected to be on an exception basis, with a clear rationale for how borrowing would benefit the program. In addition, SANBAG's commitments to Project Advancement Agreement reimbursement and to current interchange projects in the Valley will consume Valley Freeway Interchange program funds through Fiscal Year 2014-2015. Thus, there are numerous pros and cons that need to be considered, and the timing would be influenced by current commitments.

Initial Considerations and Questions Regarding Borrowing for Valley Interchange Projects

A number of questions would need to be resolved to effectively structure an interchange borrowing program based on the objectives referenced earlier. The list below poses each of the questions along with initial answers or thoughts by SANBAG staff, including possible policy options that could be

considered by the Board.

The bullet points are presented as information only, with policy determinations to be made by the SANBAG Board. Responses are not intended to imply either that SANBAG should or should not engage in such a program, but focus on how a program could be structured should the SANBAG Board decide to do so. The responses are intended to be merely a starting point for discussion, and staff is seeking direction on the choices that the SANBAG Board members recommend. An evaluation will need to be conducted as to the benefits and impacts of such an initiative, with specific borrowing needs/opportunities identified through contacts with local jurisdictions.

Borrowing to fund loans for the development share presents different issues than borrowing for SANBAG's public share. Therefore, issues relating to the public and development shares are identified separately, preceded by issues that apply to the general topic of borrowing for interchange project delivery. Initial thoughts are intended as only a starting point for discussion, not a policy recommendation.

General Issues/Questions

- How far down the priority list should SANBAG go for eligibility for either borrowing for the public share or a loan for a portion of the local share? Initial thought (i.e. starting point for Board member discussion): Top 10
- For which phases would borrowing or loans be considered? Initial thought: right-of-way and construction phases only.
- Who should have first call on funds available for borrowing or loans? Initial thought: Higher priority interchanges should have first call. Borrowing may occur for lower priority interchanges if higher priority interchanges are not ready to proceed with right-of-way or construction.
- Would borrowing or loans change local jurisdiction responsibility for the development share of all phases? Answer: Existing SANBAG policy and local shares would apply.
- Would SANBAG take over management of projects for which borrowing occurs? Answer: Strategic Plan Policy 40005 still applies. See Attachment 3. If a jurisdiction requests SANBAG management, jurisdiction is required to pay 100% of management costs.
- What would be the limit to SANBAG's ability to borrow for the interchange program? Answer: Borrowing or loans for the public or development share would be subject to available bonding capacity for the Valley Freeway Interchange program, but beyond that, would be at the discretion of the SANBAG Board on a case-by-case basis, both whether to

bond and the loan amount.

Issues/Questions Concerning Borrowing for Public Share

- Could borrowing for the public share involve either bonding or internal cash flow borrowing among Measure I programs? Initial thought: It could be some of both. The SANBAG Board would have discretion regarding use of cash flow borrowing as a bridge prior to bond issuance. See Attachment 3 for SANBAG's Cash Flow Borrowing policy (40021).
- What would be the costs to a jurisdiction if borrowing for the public share were to be used to advance its interchange? Initial thought: The interchange's share of bond issuance costs and interest would be added to the total project cost, and split between SANBAG and local jurisdiction per the public/development share percentages.

Issues/Questions Concerning Loans for Development Share

- What would be the term of the loan? Answer: The loan would be for a maximum term of 10 years, per Strategic Plan policy, but could be shorter, at Board discretion.
- How much of the local share could be borrowed from SANBAG? Initial thought: Jurisdictions need to be able to pay a significant portion of the local share on their own. SANBAG would not provide a loan for the entire local share.
- What would be the costs to a jurisdiction if a loan for the local share were to be used to advance their interchange? Initial thought: The basic principle is that no jurisdiction should be disadvantaged because of SANBAG's interchange loan transaction with another jurisdiction. Therefore, any incremental cost, such as bond issuance and interest costs for a local share loan, should be borne by the benefitting jurisdiction.
- What would serve as security for the loan? Initial thought: Security for the loan would be the jurisdiction's regional portion of Development Impact Fee collections, plus enough of the jurisdiction's Measure I Local Street pass-through funds to ensure on-time repayment of the loan. The loan amount would be limited by what the jurisdiction was willing to pledge as security. The project would need to be listed in the jurisdiction's 5-year Measure I capital improvement program.
- Could a portion of a jurisdiction's Measure I Major Street/Arterial Sub-program funds be used as security? Initial thought: A portion of an interchange loan could be secured through a pledge of Arterial Sub-program funds if an arterial portion of the interchange project can be defined and is listed separately in the SANBAG Development Mitigation Nexus Study.

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Attachments: MPC1203a1-ss; MPC1203a2-ss; MPC1023a3-ss; MPC1203a4-ss

An assessment of the interchange schedules presented earlier indicates that there are few interchanges that have a need for borrowing for either construction or right-of-way in the very near term. The interchange in the top 10 that is most likely to go to construction prior to SANBAG's forecast second bond issue in 2014 is I-15/Baseline. Thus, the bonding needs for the next two years are limited, and other financial strategies, such as cash flow borrowing, could be used in the event the SANBAG Board desires to front the public share for that project. Staff also recognizes local jurisdiction desires to deliver both the I-15/Duncan Canyon and I-10/Pepper interchanges. Both projects have state or federal funds at risk of loss if the projects are not delivered in the near term. Each project has unique circumstances that must be addressed on a case-by-case basis. The delivery of the I-10/Pepper interchange would be more feasible if a lower-cost solution could be found, and staffs of the agencies have discussed that possibility.

Initial Assessment of Impact of Borrowing on Other Projects in the Valley Interchange Program

A legitimate concern of jurisdictions with projects in the Valley Freeway Interchange Program is how borrowing for another jurisdiction's interchange might impact their own project. SANBAG staff's initial observations on this question are listed below:

- **Borrowing for the Public Share**: SANBAG retains responsibility for the public share of funding, whether or not the interchange delivery involves bonding. The impact to other interchanges, in terms of potential reduction of funds, would involve the incremental difference between the cost of the borrowing and the projected cost escalation for right-of-way and construction. If the bonding interest rate were to be the same as the projected construction cost escalation factor, there would be little loss of funds to other interchanges in the program. If the bonding interest rate were higher than the escalation factor, then funds would be lost to the extent of the difference between the two interest rates. An interest rate that is lower than the projected cost escalation would offer an actual cost savings for borrowing for shovel-ready projects. Thus, if another cost spike was in the horizon, as occurred in the 2004/2005 timeframe, borrowing offers clear advantages. Unfortunately, it is not possible to accurately predict either interest rates or cost escalation. Although the impact of borrowing on other projects cannot be determined, borrowing for the public share has much less potential impact than borrowing for the local share. If borrowing were to delay the funding of another interchange on the priority list, this would be an additional impact. But limited

schedule impact is envisioned in borrowing for the public share only.

- **Borrowing for the Development (Local) Share**: SANBAG is not responsible for the local share of an interchange project. Therefore, borrowing against Measure I funds to finance a local share loan has an incremental impact beyond what SANBAG would otherwise be obligated to pay. Loaning funds for the local share would result in reduced access to funding for the public share on other projects. Even though the loan recipient would pay back the loan with interest, it would delay access to public share funds for other projects, likely increasing the public share cost. Following the principle of jurisdictional equity, the benefitting jurisdiction would need to reimburse SANBAG for loan principal, a fair share of any bond issuance costs, interest, and any increased cost of delays in access to public share funding for other projects. An assessment of these potential impacts cannot be made until more detailed schedule and cost information is compiled on candidate projects, as indicated below. Any loan for the local share would need to be sized so that the debt service payments could be guaranteed given the methods of loan security listed earlier. As a general gauge of impact, each $10 million loaned for the local share would set back access to the public share for other projects by one year, after the PAAs are paid off. If long term bonds were issued to cover a loan of this size, access to the public share would be reduced only by the debt service payment, which would be dependent on term of the loan and interest rate.

Possible Next Steps

The SANBAG Board could direct staff to follow up with activities such as:

- Update the schedules and delivery status for the top 10 interchanges on SANBAG's interchange priority list, as well as others with outside funding commitments. SANBAG already has basic information on project schedules through local jurisdiction submittals of the Capital Project Needs Analysis (CPNAs) and through the development of the 10-Year Delivery Plan. However, more specific information is needed by which to determine project readiness, the near-term need for borrowing, and the availability of the local share. Staff has already initiated contact with the affected jurisdictions.
- Prepare recommendations for April or May policy committee consideration, based on input received at the March 15 Major Projects Committee meeting. These recommendations could be reviewed by the TTAC and by the City/County Managers' TAC prior to policy committee consideration.

MPC1203a-ss
Attachments: MPC1203a1-ss; MPC1203a2-ss; MPC1023a3-ss; MPC1203a4-ss

Other Interchange Program Considerations

A variety of issues have been raised in the past concerning the structure of the Valley Freeway Interchange Program. Several were identified and addressed during the development of the Measure I 2010-2040 Strategic Plan or shortly thereafter. The paragraphs below provide additional historical background on the issues examined and how they were addressed.

- **Could interchanges be broken into phased projects?** – SANBAG staff floated a proposal in 2010, in response to forecast Measure I revenue reductions, to reexamine the entire interchange program to determine whether a phased approach on some interchanges might optimize the investment of Measure I funds. There was reluctance on the part of both jurisdiction staff and elected officials to re-open the interchange priority list at that time. It was determined that any re-examination of the program would occur in 2015 when the full Measure I Expenditure Plan is reviewed. Current revenue projections suggest that Measure I will fund, at most, the public share for two-thirds of the Valley interchanges on the priority list. Others would need to be deferred until a subsequent Measure I renewal, unless substantial state/federal funds could supplement the program. However, all interchanges are being maintained on the list, and all are viewed to be important.
- **Could development shares be consolidated to reduce the institutional complexity of funding?** – SANBAG staff floated a proposal during the review of the Measure I Strategic Plan in 2009 to consolidate jurisdiction fair shares for those interchanges that had multiple contributing agencies. This would allow for one jurisdiction to be 100% responsible for the local share of each interchange, reducing the institutional complexity of delivering the interchange program. Jurisdiction staff and Board members preferred the current system, accepting the fact that bringing the parties together to fund each interchange would be a challenging process. However, this position was not universally held.
- **Could development fee collections for interchanges be centralized?** - The CMP already allows for individual jurisdictions to send the interchange portion of their DIF fees to SANBAG as an option, but no interest has been expressed in that so far. A program similar to Riverside County's Transportation Uniform Mitigation Fee (TUMF) program could be undertaken, but there has been resistance to this in the past. There would be some significant disadvantages to this, as well as advantages.

MPC1203a-ss
Attachments: MPC1203a1-ss; MPC1203a2-ss; MPC1023a3-ss; MPC1203a4-ss

ISSUE 2 - POSSIBLE ACCELERATION OF PROJECT ADVANCEMENT AGREEMENT (PAA) REIMBURSEMENT

Existing Policy and History

Following the passage of Measure I 2010-2040 in November 2004, several member agencies indicated an interest in advancing shelf-ready or near-shelf-ready freeway interchange, overcrossing, and arterial projects consistent with the new Expenditure Plan. A strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to 2010 was approved by the SANBAG Board in December 2005. The policy indicated that the project must be ready to begin construction by January 1, 2008.

A model Project Advancement Agreement was approved by the SANBAG Board on April 5, 2006. This became the basis for the execution of PAAs between SANBAG and local jurisdictions. Each agreement was approved by the SANBAG Board. Several of the key terms and conditions of the model agreement included the following:

- A maximum reimbursement amount was established based on the public share of cost listed in the Nexus Study for each project
- Reimbursements would be funded by up to 40% of the respective Measure I program annual revenue (Valley Freeway Interchange or Major Street Program). This provision was included so that PAA reimbursements would not consume all the Valley Freeway Interchange or Major Street Program revenues, but Measure I revenues would remain for the jurisdictions not having PAA projects.
- No interest would be paid on the PAA reimbursements, regardless of when the reimbursements occurred.
- Additional criteria for cost eligibility and reimbursement would be established through the Measure I Strategic Plan, yet to be developed at the time the agreements were executed.

In January 2008 the Board approved the inclusion of all Nexus Study projects as eligible for project advancement reimbursement, regardless of construction schedule. A final solicitation of candidate PAA projects occurred with a closing date of January 2010. This resulted in the set of PAA project commitments identified in Attachment 4. The total current PAA commitments are:

- Valley Interchange Program: 4 projects totaling $34.3 million in public share commitment (this commitment could be fulfilled using various state/federal funds in addition to Measure I funds)
- Valley Major Street Program: 51 projects totaling $84.2 million in public share commitment

Financial projections indicate that SANBAG's reimbursements to the Valley Interchange Program can be paid off by Fiscal Year 2014-2015, and the Valley Major Street reimbursements can be completed by approximately Fiscal Year 2020-2021.

The Measure I 2010-2040 Strategic Plan established the following policies related to the PAA program (see Policy 40002 in Attachment 3 for complete details):

- Reimbursement is based on the chronology of expenditure – the earliest expenditures incurred are the first to be reimbursed.
- Expenditures prior to April 5, 2006 (the date the model PAA was approved by the SANBAG Board) are not eligible for reimbursement.
- PAA reimbursements are included in the "equitable shares" identified for each jurisdiction in the Valley arterial program.
- Possible bonding for PAAs was discussed by the Board at the time of the development of the Strategic Plan, but the Board did not anticipate bonding for PAAs at that time.

These and other policies were established through over two years of discussion with SANBAG policy committees, with technical committees, at Board workshops, and by a Strategic Plan Ad Hoc Policy Committee. The Measure I Strategic Plan was approved by the SANBAG Board in April 2009.

Annual allocations of Measure I funds to reimburse PAAs thus far include the following:

- Fiscal Year 2010-2011 - $2.911 million for the Interchange Program; $5.293 million for the Major Street Program
- Fiscal Year 2011-2012 - $3.83 million for the Interchange Program; $6.970 million for the Major Street Program
- Fiscal Year 2012-2013 - $4.215 million for the Interchange Program; $12.533 million for the Major Street Program (proposed in the SANBAG budget)

MPC1203a-ss
Attachments: MPC1203a1-ss; MPC1203a2-ss; MPC1023a3-ss; MPC1203a4-ss

Policy Issues/Options

At the February 9 Major Projects Committee meeting Board members Tahan and Gonzales asked staff to report back to the Board on the possibility of including reimbursement of Valley Project Advancement Agreements in the bond issue scheduled for Spring 2012. Mr. Tahan indicated that perhaps an arrangement could be made wherein jurisdictions holding PAAs could be provided with an option for participation in the bond issue and would be responsible for the interest payments. The following are some possible positive outcomes and challenges for the Board to consider regarding potential borrowing for the purpose of PAA reimbursement. A combination of cash-flow borrowing and bonding could be used to implement a program of early reimbursement of PAAs.

Positive Outcomes

- Holders of arterial PAAs would receive their funds in the short term, rather than over an approximate 10-year period
- Holders of interchange PAAs would receive a smaller benefit of advance payment. The I-10/Live Oak and I-10/Pepper commitments will be paid off in Fiscal Year 2012-2013, and the I-10/Riverside and I-15/Duncan Canyon commitments will be paid off by FY 2014-2015, if borrowing for PAA reimbursement does not occur.
- The primary benefit of borrowing for PAAs is that funds reimbursed earlier to jurisdictions could be put to use on local projects.

Challenges

- Borrowing for PAAs could consume cash flow or bonding capacity that is needed for other projects. The specifics of these impacts would need to be evaluated to ensure that both non-PAA holders and non-participating PAA-holders would not lose a portion of their equitable share or timely access to Measure I funds by borrowing for PAAs. The analysis of parity would need to consider the interest costs, bond issuance costs, and cost of potentially delayed access to Measure I funds for the Major Street and Freeway Interchange programs.
- Particular complexities and uncertainties exist with those jurisdictions that used redevelopment agency funds to front the cost of PAA projects, in light of the recent dissolution of redevelopment agencies. Conversations with both SANBAG counsel and outside counsel have indicated the many unknowns at this time. A better understanding of the implications is needed before a commitment is made to major up-front reimbursement of PAA dollars, and it appears these uncertainties will not be clarified soon.
- Policy changes would be required to allow for an up-front reimbursement

of PAAs. City councils would need to consider whether such a program would be advisable for their jurisdiction before SANBAG could proceed. Information on the pros and cons would need to be presented for city consideration, along with technical data on the financial impacts.

- Allocations for jurisdictions benefitting from up-front reimbursement of PAAs may need to have their arterial allocations reduced in future years to ensure that their share of arterial funds did not exceed their equitable share, as defined in Measure I policy. In some cases, jurisdictions would have received Measure I arterial revenue up front equivalent to the first 15 years of their share of projected Measure I arterial revenue. Measure I policy 40006/VMS-36 indicates that borrowing of funds from other jurisdiction accounts must be limited "such that no jurisdiction gets more than five years ahead of its projected equitable share." This was included in Measure I policy to protect those jurisdictions that envisioned using their Measure I arterial funds later in the Measure rather than earlier. This policy would need to be modified if PAAs were to be reimbursed up front.

Possible Next Steps

If the Board desires to pursue this further, borrowing for reimbursement of PAAs could be a consideration for future bond issuance and/or cash flow borrowing. This would allow time for additional clarification on the RDA funding issues and adequate analysis of the financial impacts and policy implications. The following steps could be envisioned:

- The Board could direct a financial analysis to be conducted to determine the cost of paying off the PAA commitment in such a way as to not disadvantage non-PAA holders or PAA holders not participating in the early payment program.
- Each jurisdiction would need to be provided with information on choices they could make regarding participation. Responses would be provided back to SANBAG.
- A better understanding would need to be developed regarding the implications of reimbursements for projects that had been fronted with RDA funds. SANBAG would not want to risk advancing PAA reimbursements only to see those funds lost to the State, which has been a possible outcome mentioned by local jurisdictions. Legal counsel would need to be sought with specific expertise in redevelopment agency law.
- If the Board indicates that borrowing for PAAs should be pursued prior to the next bond issuance target date of 2014, the method and implications of such borrowing would need to be evaluated.
- It is estimated that 4-6 months would be required to resolve all the issues

and obtain input from the affected jurisdictions for a PAA borrowing program to be structured and approved. Included in this time period would be SANBAG staff review of the remaining 2500 consultant/contractor invoices that have been submitted by jurisdictions for the PAA program. The SANBAG Board could make a decision on whether and when to proceed at that time.

ISSUE 3 - AVAILABILITY OF LOCAL SHARE OF FUNDING FOR PROJECTS

Existing Policy and History

The passage of Measure I 2010-2040 in November 2004 mandated that SANBAG require fair share mitigation for regional transportation facilities though a Congestion Management Program (CMP) update within 12 months of voter approval of Measure I. State law has required SANBAG, as the Congestion Management Agency (CMA) to maintain a CMP since the early 1990s. SANBAG's CMP has been in place since 1992, and has been updated each two years, in odd-numbered years, since that time.

A major transition occurred with the CMP for the Valley and Victor Valley subareas in 2005, when the Development Mitigation Nexus Study (Appendix K of the CMP) was prepared, in response to the requirements of the Measure I extension, as referenced above. The Nexus Study defines development mitigation requirements for Valley and Victor Valley freeway interchange, rail/highway grade separation, and arterial projects. The requirements are expressed as percentages of local development contributions required for each project listed in the Nexus Study. These percentages were developed through a detailed technical analysis of growth projections. Both the projects and growth projections were developed and approved by local jurisdictions.

Each local jurisdiction responded to these requirements with a compliant Development Impact Fee (DIF) ordinance addressing mitigation for regional transportation projects the jurisdiction intended to construct through year 2030. Substantial flexibility was provided in how local jurisdictions structured their DIF programs, as long as they achieved the development mitigation targets specified in the Nexus Study.

All DIF funds for regional projects are collected locally and expended locally. These funds do not flow through SANBAG. Jurisdictions in the Valley must annually indicate the projects on which they intend to expend funds over the subsequent five years. Once jurisdictions have expended funds on eligible

projects, they may invoice SANBAG for the public share of the costs, up to the jurisdiction's current allocation limit, as established in the SANBAG budget, or as documented in a project funding agreement. The local development share is not reimbursed.

The Measure I Strategic Plan, approved by the SANBAG Board in April 2009, established eligibility criteria and reimbursement processes for Nexus Study projects. Substantial flexibility is allowed in the Strategic Plan for jurisdictions to have internal loan arrangements to fund the local share of project costs, with the expectation that DIF funds (or similar source of development contributions) will eventually be collected to reimburse the loaning programs.

Although SANBAG does not directly monitor internal agency transactions, it is recognized that substantial use has been made of this flexibility. The local share match has been provided on many projects by leveraging these additional funds, allowing project delivery schedules to be maintained.

However, it is also recognized that the slow rate of growth in the last several years has substantially reduced the DIF funds available for the local share of these projects. Although reduced growth also means less urgent need for roadway construction, the lack of local share funds has hindered jurisdiction project delivery to some extent. However, it is expected that the growth originally envisioned by the local agencies will eventually occur, even though this may not occur until after the original 2030 forecast horizon. Thus, the development share calculations in the Nexus Study are believed to remain valid.

Policy Issues/Options

The question the Board may wish to consider is whether near-term strategies are needed to assist jurisdictions in meeting their local share commitments to deliver projects. Options for this are limited, but two ideas could be discussed, as indicated below:

- For Valley arterials: The Valley Major Street Program policy (40006) in the Measure I Strategic Plan has a provision for splitting annual Measure I allocations into reserved and unreserved portions. The reserved portion must equal the development share percentage of the allocated amount. The reserved portion of a jurisdiction's account may be accessed (i.e. reimbursed to a jurisdiction) on a 1:1 basis as development dollars are expended on projects, up to the cumulative apportionment in jurisdiction

accounts. The unreserved portion may be accessed without a development mitigation requirement, up to the current allocation limit, by submitting invoices for actual project expenditures to SANBAG. One of the concepts for reducing the development share burden in the near term would involve reducing the matching requirement for the reserved portion. This would allow for a greater proportion of the funds to be available in the unreserved account. The 1:1 match would be restored once the pace of development picks back up.

- For Valley interchanges: The primary option has been discussed under ISSUE 1, regarding loans for the local share. See that section for additional information.

Possible Next Steps

Staff requests Board member direction regarding either of the above policy options or other alternatives that Board members identify. These would need to be evaluated within the limits of policy established in the Measure I 2010-2040 Expenditure Plan and Measure I Strategic Plan.

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 March 15, 2012.

Responsible Staff: Steve Smith, Chief of Planning

MPC1203a-ss
Attachments: MPC1203a1-ss; MPC1203a2-ss; MPC1023a3-ss; MPC1203a4-ss

Attachment 1
Interchanges in the Measure I Valley Freeway Interchange Program
(See key to jurisdiction list at end of table)

Interchange and Place on Priority List	2011 Nexus Study Cost ($Millions)	Total Fair Share %	Nexus Study Splits	
			Jurisdictions Involved (Lead Juris. Listed First)	Percentage Splits
SR-60 at:				
Ramona (15)	$30	31.3%	Ch/Co/Mo	53/39/8
Central (3)	$30	58.8%	Ch/Co/Mo	91/8/1
Mountain (14)	$15	46.2%	Ch/On	50/50
Euclid (12)	$6	44.5%	On/Ch	57/43
Grove (11)	$51	48.3%	On/Ch	99/1
Vineyard (24)	$51	60.3%	On/Ch	93/7
Archibald (9)	$8	66.1%	On	100
I-10 at:				
Monte Vista (10)	$50	24.1%	Mo/Up/Co	74/2/24
Euclid (13)	$9	17.4%	Up/On	60/40
Grove/4th (25)	$128	17.1%	On/RC/Up	64/22/14
Vineyard (22)	$84	60.0%	On	100
Cherry (Exempt)	$77	35.4%	Co/Fo	64/36
Beech (31)	$114	50.0%	Fo/Co	64/36
Citrus (Exempt)	$59	38.4%	Fo/Co	99/1
Alder (28)	$99	50.0%	Fo/Co	71/29
Cedar (1)	$52	30.0%	Co/Fo/Ri	74/12/14
Riverside (In const) - Phase 1 (Ramps) - Ph 2 (Bridge)	$44 $27 $10	27.4%	Ri/Co/Ct	66/8/26
Pepper (19) - Pepper/Valley - Ramps/Bridge	$55 $10 $45	34.0%	Ct/Co/SB	92/4/4
Mt. Vernon (8)	$32	5.1%	Ct	100
Tippecanoe (Exempt)	$78	34.6%	SB/LL	50/50
Mtn. View (18)	$51	37.8%	LL/SB/Co/Re	70/20/6/4
California (27)	$45	47.8%	Co/LL/Re	47/38/15
Alabama (6)	$31	50.5%	Co/Re	65/35
University (4)	$7	17.9%	Re	100
Wabash (33)	$40	35.8%	Co/Re	88/12
Live Oak (Complete)	$19	37.0%	Yu/Re	99/1
Wildwood (29)	$35	50.0%	Yu	100

Interchange and Place on Priority List	2011 Nexus Study Cost ($Millions)	Total Fair Share %	Nexus Study Splits	
			Jurisdictions Involved (Lead Juris. Listed First)	Percentage Splits
I-15 at:				
6th/Arrow (23)	$70	50.0%	RC/Fo	90/10
Baseline (7)	$40	50.0%	RC/Fo	67/33
Duncan Cyn. (32)	$41	77.3%	Fo/Co	79/21
Sierra (16)	$13	80.3%	Ri/Fo/Co	65/28/7
I-215 at:				
University (5)	$28	15.8	Co/SB	57/43
Pepper/Linden (30)	$57	50.0	SB	100
Palm (26)	$11	35.7	SB/Co	50/50
SR-210 at:				
Waterman (17)	$51	18.2	SB	
Del Rosa (20)	$36	32.8	SB/Hi/Co	63/28/9
Baseline (2)	$9	41.9	Hi	100
5th (21)	$8	44.1	Hi/SB/Re	93/5/1

Abbreviations: Ch=Chino; Co=County; Ct=Colton; Fo=Fontana; Hi=Highland; LL=Loma Linda; Mo=Montclair; On=Ontario; RC= Rancho Cucamonga; Re=Redlands; Ri=Rialto; SB=San Bernardino; Up=Upland; Yu=Yucaipa

Attachment 2
Development of the Measure I Valley Freeway Interchange Program
- Chronology Related to the Interchange Program –

Date	Activity
November 2003	Board approval of RFP for Development Mitigation Nexus Study. The objective of the Nexus Study was to build a foundation of projects and principles upon which a development mitigation program could be based.
February 2004	First draft of Development Mitigation Nexus Study. Includes 38 interchange improvement projects proposed by jurisdictions in the Valley and Victor Valley.
June 2004	SANBAG Board approval of Measure I Expenditure Plan, including cost shares for development mitigation
July 2004	SANBAG Board approval of Development Mitigation Principles
November 2004	Voter approval Measure I 2010-2040, which assigns 11% of Valley subarea revenue to the Freeway Interchange Program and requires a development mitigation program
Dec. 2004 to Sept. 2005	Nexus Study and/or implementation language on each Transportation Technical Advisory Committee (TTAC) agenda. Jurisdictions identified interchanges to be included in the Nexus Study interchange list during this process.
Jan. – April 2005	Multiple meetings of working group (public and private sector) to craft implementation language for development mitigation program
June 15, 2005	Draft Nexus Study distributed to TTAC and city managers. Includes development mitigation "fair share" requirements for arterial projects and interchanges. Fair shares based on technical studies of jurisdiction-approved growth estimates. Fair shares established at the jurisdiction level for arterials and by "traffic shed" for each proposed interchange.
August 1, 2005	Closing date for comments on draft Nexus Study
August 3, 2005	SANBAG Board approval of the Scope of Work for development of the Measure I 2010-2040 Strategic Plan
August 15, 2005	Updated draft Nexus Study circulated to TTAC and city managers
August 17 and 19, 2005	Draft Nexus Study reviewed by Plans and Programs Committee and Mountain/Desert Committee
August 25, 2005	Summary of comments and status report of Nexus Study presented to the City Managers' TAC
September 19, 2005	Updated Draft Nexus Study
October 5, 2005	SANBAG Board Approval of Nexus Study (Appendix K of Congestion Management Program)
November 2, 2005	SANBAG Board Approval of Development Mitigation Implementation Language (Appendix J of CMP)
April 5, 2006	Project Advancement Program approved by SANBAG Board. Allows jurisdictions to construct Nexus Study arterial and interchange projects with their own funds, with a commitment to later reimbursement of

	Measure I funds for the "public share" by SANBAG.
November 2007	SANBAG Board approves 2007 update of the Development Mitigation Nexus Study.
March – Sept. 2008	Strategic Plan issues and options presented to various policy committees each month, including options for structuring the Valley Interchange Program
May 2008	Interchange queue/delay studies conducted to provide data as the technical basis for setting priorities.
June 2008	First TTAC discussion of Strategic Plan framework for the Valley Freeway Interchange Program
August 13, 2008	First meeting of Measure I Strategic Plan Ad Hoc Policy Committee, focusing on resolution of selected Strategic Plan policy issues
September 8, 2008	SANBAG staff presentation to the TTAC of proposed prioritization methodology and options for Valley Freeway Interchange Program
September 18, 2008	Measure I Strategic Plan workshop with city managers, including structure of interchange program
September 30, 2008	Meeting with Strategic Plan Ad Hoc Policy Committee to discuss/resolve several issues, including prioritization methodology and project priorities for Valley Freeway Interchanges
October 9, 2008	Staff presentation to the Major Projects Committee of the results of four alternative interchange prioritization methodologies and an interchange priority list. The ranking of interchanges was based on the ratio of existing vehicle hours of delay to total interchange cost. The committee requested that staff conduct several follow-up activities prior to further consideration of priorities for the Measure I 2010-2040 Valley Interchange Program. This included: 1) an alternate calculation of benefit/cost using only the public share of the interchange cost; 2) consideration of the AM peak period traffic delays for those interchanges where the AM congestion could be greater than the PM congestion; and 3) further evaluation of the delays at the I-10/Pepper interchange.
November 13, 2008	Staff presentation to the Major Projects Committee of the results of six alternative interchange prioritization methodologies and a recommended interchange priority list. The MPC unanimously adopted the following recommendations: "1. Approve the recommended methodology for prioritizing interchanges for the Measure I 2010-2040 Valley Freeway Interchange Program, including the use of vehicle-hours of delay saved per million dollars in interchange cost as the basis for setting priorities. 2. Approve the interchange priority list in Table 1 as the basis for implementation of Measure I 2010-2040 funding allocation policies for the Valley Freeway Interchange Program." Approval by the Board of these and other committee recommendations was deferred until a complete draft of the Strategic Plan could be assembled.
November 18, 2008	Measure I Strategic Plan workshop for Valley technical representatives

December 11-19, 2008	Release of the Draft Strategic Plan Report and initiation of the formal comment period as part of the December 2008 agendas for the Commuter Rail Committee, Major Projects Committee, Mountain/Desert Committee, and Plans and Programs Committee.
January 2009	Policy committee review and discussion of the Draft Strategic Plan
February 9, 2009	Review of responses to comments on the Draft Strategic Plan with the TTAC
February 17, 2009	Board workshop on the Draft Strategic Plan
End of February 2009	Circulation of Draft Final Strategic Plan to technical and policy committees
March 9, 2009	Review of Draft Final Strategic Plan with the TTAC
March 12-20, 2009	Policy committee approvals of the Measure I 2010-2040 Strategic Plan
April 1, 2009	SANBAG Board approval of the Measure I 2010-2040 Strategic Plan

San Bernardino Associated Governments	**Policy**	**40002**
Adopted by the Board of Directors April 1, 2009	Revised	11/3/10
Valley Project Advancement (PA) and Advance Expenditure (AE) Processes Measure I 2010-2040 Strategic Plan	Revision No.	1

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I. PURPOSE

The purpose of this policy is to establish the requirements for administration of the Project Advancement (PA) and Advance Expenditure (AE) processes for jurisdictions in the Valley. Both the PA and AE processes enable local jurisdictions to advance funding for development and construction of Measure I projects prior to the availability of Measure I 2010-2040 revenue for those projects. The policies establish project eligibility criteria and reimbursement terms for each process. The PA process allows for reimbursement on projects that initiate construction no later than January 31, 2009. Eligible expenditures on Nexus Study projects for which construction begins after January 2009 are captured under the AE process, unless otherwise provided for in individual Project Advancement Agreements (PAA). A project for which construction fails to be initiated by January 31, 2009 under a previously executed Project Advancement Agreement may be transitioned to an Advance Expenditure Agreement (AEA) with SANBAG Board Authorization.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

Policy 40005 – San Bernardino Valley Freeway Interchange Program
Policy 40006 – San Bernardino Valley Major Street Program

III. DEFINITIONS

Project Advancement Agreement (PAA) - A contract that establishes agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG that is required to be executed prior to project approval under the Advance Expenditure process.

Advance Expenditure Agreement (AEA) – A contract that establishes agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG that is required to be executed prior to project approval under the AE process.

Development Share – The percentage share of total project cost assigned as the development contribution percentage as listed in the SANBAG Nexus Study.

Public Share – The share of project cost calculated as the total cost of the project minus the developer share.

Sponsoring Agency – The jurisdiction with the majority share development mitigation responsibility for projects included in the SANBAG Development Mitigation Nexus Study.

IV. POLICIES FOR THE PROJECT ADVANCEMENT PROCESS

A. General Policies

Policy PA-1: The public share costs for eligible projects in the Valley Freeway Interchange or Major Street Programs shall be eligible for a Project Advancement Agreement (PAA) to reimburse eligible costs incurred under the PAA if construction is initiated no later than January 31, 2009.

Policy PA-2: Only projects included in the most recent Board-approved version of the Development Mitigation Nexus Study shall be eligible for reimbursement under the PA process.

Policy PA-3: The PAA shall establish agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG for projects being reimbursed under the PA process.

Policy PA-4: In the event a jurisdiction fails to initiate construction by January 31, 2009, SANBAG reserves the right to terminate the PAA upon written notice to the jurisdiction. A jurisdiction may be reimbursed for those eligible project expenditures that occur prior to the date of termination when successfully completed as provided for in the terms of the PAA. A project covered under an executed PAA for which construction fails to be initiated by January 31, 2009 may be transitioned to an Advance Expenditure Agreement with SANBAG Board Authorization. The reimbursement terms of the AE process will apply in this case.

Policy PA-5: Any public share project costs incurred for Nexus Study projects prior to January 31, 2009 without an executed PAA shall not be reimbursed by SANBAG under the PA process. Eligible expenditures for Nexus Study projects not covered under the PA process shall be covered under the AE process, subject to the provisions below.

Policy PA-6: The project cost included in the PAA shall be the Nexus Study project cost in the most recent Board-approved Development Mitigation Nexus Study or the version of the Nexus Study in force at the time the first project expenditures were incurred, whichever is earlier.

B. Reimbursement

Policy PA-7: SANBAG shall reimburse jurisdictions with approved PAAs eligible expenditures up to the public share of either the Nexus Study project cost or the actual cost as adjusted per Policy VS-30, whichever is less.

Policy PA-8: Reimbursements shall not be made under the Project Advancement process for expenditures incurred prior to April 5, 2006 (the date when the model agreement for the Project Advancement process was adopted by the SANBAG Board of Directors) or prior to the date of approval of a jurisdiction's development mitigation program by SANBAG, whichever is earlier.

Policy PA-9: SANBAG shall reimburse local jurisdictions with PAAs executed under the Valley Major Street and Valley Freeway Interchange Programs with 40% of revenues available to the respective programs on an annual basis. At SANBAG Board discretion, the percentage of program revenue dedicated to reimbursement may be increased to a higher percentage specific to each program if the time between expenditure and reimbursement has become greater than six years or if the other project needs for a fiscal year are less than the remaining 60% of the pertinent program.

Policy PA-10: Local jurisdictions shall provide adequate documentation to substantiate the costs included in invoices submitted for reimbursement under the PA process. At a minimum, the jurisdiction must submit the invoice provided by the contractor/consultant to the agency, which shall include unit costs, quantities, labor rates and other documentation, as appropriate, to substantiate expenses incurred by the contractor/consultant. If jurisdiction in-house staff time is submitted for reimbursement, documentation of hours by individual and salary rate must be provided, with tabulations from the payroll system by project task as backup. Overhead will only be allowed via an approved cost allocation plan or an equitable and auditable distributions of overhead among all departments.

Policy PA-11: SANBAG shall administratively reimburse local jurisdictions with PAAs in the order of expenditure as established by the date of invoice received by the jurisdiction from the contractor/consultant for a PAA project. The order of expenditure shall be considered separately for the Valley Major Street and Valley Freeway Interchange Programs.

Policy PA-12: Reimbursements by SANBAG for eligible expenditures shall be provided on a quarterly basis. Reimbursements shall occur beginning in approximately July 2010 following the quarterly reconciliation of sales tax dollars by the State Board of Equalization. Quarterly reimbursements from the Valley Major Streets and Valley Freeway Interchange Programs shall occur until all local jurisdictions with PAAs are reimbursed.

C. Equitable Share Calculation

Policy PA-13: For the Valley Major Street Program, reimbursement pursuant to PAAs shall be included in the equitable share calculations for the respective local jurisdictions, as specified in Policy 40006, maintained by SANBAG to ensure geographic equity over the life of the Measure.

V. POLICIES FOR THE ADVANCE EXPENDITURE PROCESS

A. General Policies

Policy AE-1: Jurisdictions that deliver Valley Freeway Interchange or Major Stret Program projects may expend local jurisdiction funds with the expectation of later reimbursement of the public share costs by SANBAG, subject to the terms of the Advance Expenditure process. SANBAG's commitment to reimburse the public share cost shall be subject to the project priorities and policies referenced in Policies 40005 and 40006.

Policy AE-2: Only projects included in the current, Board-approved version of the Development Mitigation Nexus Study shall be eligible for the AE Program.

Policy AE-3: Reimbursement for a project under the AE process may take the form of monetary compensation for the public share cost of the project as defined in the Advance Expenditure Agreement (AEA), or credit for the same amount against the development share of one or more subsequent projects within the same Measure I Program.

B. Freeway Interchange Program and Railroad/Highway Grade Separation Sub-program Projects

Policy AE-4: All freeway interchanges and railroad/highway grade separation projects for which jurisdictions desire reimbursement under the AE process shall be included in an AEA with SANBAG. For multi-jurisdictional projects, the AEA shall be between the sponsoring agency and SANBAG.

Policy AE-5: The AEA shall establish agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG and is required to be executed prior to project cost reimbursement or credit under the AE process.

Policy AE-6: Public share project costs incurred for Nexus Study projects in advance of an executed AEA shall not be reimbursed by SANBAG, nor shall they be credited against the development share of a future project.

Policy AE-7: SANBAG shall begin reimbursement for phases of a Freeway Interchange project or a Railroad/Highway Grade Separation project in the first year that funding becomes available to the project based on the reimbursement criteria below and on the prioritization list contained in the Board-adopted version of the Nexus Study in force at the time of the AEA's execution. Subsequent changes in the Interchange and Grade Separation prioritization lists shall not affect the time of reimbursement or availability of credit once the AEA has been executed for the project. The process and criteria for the interchange Program include the following:

- SANBAG may call for applications for local jurisdictions to enter into Advance Expenditure Agreements (AEAs) for projects in the Valley Freeway Interchange Program. Jurisdictions in the Valley may submit applications for AEAs in response to this call, and SANBAG may enter into such agreements at its option and under the following conditions:
    - The request must be made through the call for applications in conjunction with the annual Capital Project Needs Analysis (CPNA) submittal and must include a financial plan that demonstrates the capability of a jurisdiction to fund the entirety of the project through construction without SANBAG's contribution to the public share. The financial plan must show funding sources by phase through completion of the project, including years beyond the five-year CPNA horizon.

- A Project Study Report (PSR), or equivalent, must have been completed and be consistent with current plans for the interchange. Measure I Valley Interchange Funds are not eligible for work on a PSR when applying for an AEA.
- The project must be one of the top 10 interchanges in the most current interchange prioritization list established by the SANBAG Board. This is defined as the group of "Tier 1" interchanges.
- Interchanges in the 11-20 priority range (Tier 2) may be eligible for an AEA on an exception basis, with the required financial plan. Reimbursement for Tier 2 interchanges shall be based on the chronological order of expenditure, following reimbursement for all active Tier 1 interchanges. An "active" interchange project is defined as one that has progressed through the PSR (or equivalent) stage, has identified subsequent phases and funding sources in the most current CPNA, and is demonstrating progress in accomplishing those phases. Any interchange in the Tier 1 list that is not active following full reimbursement of other interchanges in Tier 1 shall be incorporated into the chronological reimbursement process that applies to Tier 2 interchanges. Interchanges of priority 21 or lower (Tier 3) shall not be eligible for an AEA.
- The jurisdiction does not undertake loans of Measure I funds from SANBAG for the development share on any project in any program.
- The jurisdiction assumes all risk associated with the timing of reimbursement of the public share of funds for the project.

- Once an AEA is executed, the ranking for purposes of AEA reimbursment shall be no lower than the ranking of the project at the time of AEA execution, even if traffic study and cost updates indicate a lower ranking. A higher ranking may accelerate the reimbursement for a Tier 1 interchange, based on the project's new position on the priority list. The updated ranking will not affect reimbursement for Tier 2 interchanges.
- The SANBAG Board has the sole discretion to approve or deny applications for AEAs based on the criteria and on project and financial conditions that exist at the time of the request. These financial conditions may include, but are not limited to, any indication that reimbursement of the public share of project cost would likely exceed SANBAG's funding capacity over the term of Measure I 2010-2040. SANBAG shall consider anticipated reimbursements of Measure I 2010-2040 funds for AEA projects in the annual apportionment and allocation process.

Policy AE-8: In general, SANBAG will complete reimbursement for a Freeway Interchange or Grade Separation project in its entirety prior to allocation of funds to construction of a project of lower priority on the Freeway Interchange or Grade Separation prioritization list. This will be balanced with the need to maintain commitments to other interchange or grade separation projects on which project development activity has been initiated.

Policy AE-9: SANBAG shall only reimburse or provide credit to jurisdictions with approved AE projects up to the public share of the project cost in the Board adopted Nexus Study in effect at the time the AEA was executed, or the public share of the actual project cost, which ever is less.

Policy AE-10: Reimbursement for project development phases of a project under the AEA shall be limited to the estimated cost of the phase for which funds have been allocated, as included in the current Board-approved version of the Nexus Study or to the actual cost, whichever is less.

Policy AE-11: The AEA shall be amended by phase to incorporate the project cost information included in the current Board-adopted version of the Nexus Study.

Policy AE-12: Local jurisdictions shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the jurisdiction must submit the invoice provided by the contractor/consultant to the agency, which shall include unit costs, quantities, labor rates and other documentation, as appropriate, to substantiate expenses incurred by the contractorconsultant. If jurisdiction in-house staff time is submitted for reimbursement, documentation of hours by individual and salary rate must be provided, with tabulations from the payroll system by project task as backup.

Overhead will only be allowed via an approved cost allocation plan or an equitable and auditable distributions of overhead among all departments.

C. Valley Arterial Sub-program Projects

Policy AE-13: The following types of projects in the Valley Major Street Arterial Sub-program are eligible for reimbursement of public share costs under the AE process:

- Nexus Study project costs that are:
  1. Incurred prior to the the commencement of Measure I 2010-2040
  2. Not covered under the PA process mentioned above.
  3. Not incurred prior to either April 5, 2006 or prior to the date of approval of a jurisdiction's development mitigation program by SANBAG, whichever is earlier.
- Nexus Study projects included in the Jurisdiction Master Agreement that have incurred additional costs for project delivery beyond the total amount of funding allocated to a jurisdiction in a fiscal year.
- Nexus Study projects for which an allocation of funding was not approved in the current fiscal year but will be available in future years, subject to a jurisidictions cumulative equitable share calculations.

Policy AE-14: Projects delivered through the AE process in the Valley Arterial Sub-program are not required to execute an AEA prior to the expenditure of funds on eligible projects (as defined by Policy AE-13 above)

Policy AE-15:Prior to receiving reimbursement or credit under the AE process, jurisdictions shall specifically designate the project(s) in their Capital Project Needs Analysis and receive an allocation of funding by the SANBAG Board for the project, documented through the Jurisdiction Master Agreement.

Policy AE-16: In the annually submitted CPNA, a local jurisdiction with an eligible AE project shall specifically designate whether it elects to receive reimbursement or credit under the AE process for the project. The decision to receive credit or reimbursement will be reflected in the Jurisdiction Master Agreement.

Policy AE-17: Advance Expenditure projects shall be included in the Jurisdiction Master Agreement. Following approval of the agreement, the local jurisdiction may submit invoices for reimbursement or receive credit toward the development share of future project cost.

Policy AE-18:Jurisdictions shall not receive immediate reimbursement or credit for Advance Expenditure in excess of the jurisdiction's five-year equitable share of Valley Arterial Sub-program funds. Jurisdictions that reach the cap on reimbursement or credit may submit eligible projects for reimbursement as additional allocations become available under the jurisdiction's five-year equitable share cap.

D. Equitable Share Calculation

Policy AE-19: For the Valley Major Street Program, reimbursement pursuant to AEAs shall be included in the equitable share calculations for the respective local jurisdictions, as specified in Policy 40006, maintained by SANBAG to ensure geographic equity over the life of the Measure.

VI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Deleted language no longer applicable in Policy AE-6. Expanded Policy AE-7, establishing criteria for execution of Advance Expenditure Agreements for valley freeway interchange projects.	11/03/2010

San Bernardino Associated Governments	**Policy**	**40005**
Adopted by the Board of Directors April 1, 2009	Revised	11/3/10
Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan	Revision No.	1

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SANBAG website.

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| Purpose | References | Definitions | Policies for Valley Freeway Interchange Program | Revision History |

I. PURPOSE

The purpose of this policy is to delineate the requirements for administration of the Valley Freeway Interchange Program for Measure I 2010-2040. The policy establishes the funding allocation process, reimbursement mechanisms, project eligibility and prioritization, limitations on eligible expenditures, the role of SANBAG in project delivery, and cost overrun responsibilities.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

III. DEFINITIONS

Capital Projects Need Analysis (CPNA) – A five-year plan of capital project needs for each program included in the San Bernardino Valley Expenditure Plan. The CPNA includes estimates of project costs to be incurred by funding type, fiscal year, and phase for the five year period following the beginning of the subsequent fiscal year.

Development Share– The percentage share of total project cost assigned as the development contribution percentage as listed in the SANBAG Nexus Study.

Public Share – The share of project cost calculated as the total cost of the project minus the developer share.

Sponsoring Agency – The jurisdiction with the majority share development mitigation responsibility for projects included in the SANBAG Development Mitigation Nexus Study.

IV. POLICIES FOR THE VALLEY FREEWAY INTERCHANGE PROGRAM

A. Allocation of Measure I 2010-2040 Funding

Policy VFI-1: Initiation of project development work on freeway interchange projects shall be the responsibility of local jurisdictions, with the exception that project development work on interchange improvements required to enable the construction of freeway mainline projects may be initiated by SANBAG at the discretion of the Board of Directors.

Policy VFI-2: The SANBAG Board of Directors shall allocate funding to specific Valley Freeway Interchange projects as nominated by sponsoring member agencies through their five-year Capital Projects Need Analysis (CPNA). If nominations exceed the available funding, SANBAG shall allocate funds to sponsors of the nominated projects in order of project priority assigned through a prioritization methodology approved by SANBAG as documented in the Strategic Plan. Fund allocation shall anticipate the Measure I public share costs for subsequent years of a project so that the intent of Policy VFI-3 can be achieved. Funding for initial phases of projects of lesser priority may be deferred depending on the outcome of the annual cash flow analysis. Full funding of the higher priority projects

through construction shall be given priority, even if the nominations are less than available funding for any given year.

Policy VFI-3: Allocations to a Valley Freeway Interchange project shall be limited to the current phase of the project. However, an allocation of funds to the Project Approval and Environmental Documentation (PA&ED) phase or to a subsequent phase prior to construction shall represent a commitment by SANBAG to timely funding of the public share of the project through construction, subject to the availability of Measure I, State, and federal funds.

B. Cost Reimbursement

Policy VFI-4: The Valley Freeway Interchange Program shall be administered as a cost reimbursement program. Sponsoring agencies shall enter into Project Funding Agreements with SANBAG, as specified in Policy 40001, prior to receiving authorization from SANBAG to expend funds. Following the authorization to expend funds, the sponsoring agency may incur expenses for the components of the project identified in the scope of work included in the Project Funding Agreement.

Policy VFI-5: On an exception basis and subject to SANBAG Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

- Right-of-way: Only right-of-way transactions in excess of $500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SANBAG within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy VFI-30.
- Construction: The advanced reimbursement shall be based on an awarded construction contract in excess of $10,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SANBAG shall reimburse jurisdiction invoices, in addition to the advanced reimbursement amount, until the public share amount remaining in the contract is equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SANBAG reimbursement requirements.

C. Sponsoring Agency Reimbursement Invoices

Policy VFI-6: Sponsoring agencies shall submit invoices to SANBAG for actual expenditures incurred for components of an interchange project as identified in the scope of work included in the Project Funding Agreement. Invoices may be submitted to SANBAG as frequently as monthly.

Policy VFI-7:The sponsoring agency shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the sponsoring agency must submit the invoice provided by the contractor/consultant to the agency, which shall include unit costs, quantities, labor rates and adequate documentation of any other expenses incurred by the contractor/consultant.

Policy VFI-8: The sponsoring agency shall be reimbursed for the actual project costs minus the development share documented in the SANBAG Development Mitigation Nexus Study.

D. Local Lead Agency Reimbursement Schedule

Policy VFI-9: SANBAG shall reimburse the local lead agency for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package, which shall include all backup and support materials required to substantiate the invoice as identified in Policy VFI-7.

E. Valley Freeway Interchange Program Eligible Projects

Policy VFI-10: Valley freeway interchanges included within the SANBAG Development Mitigation Nexus Study, as periodically updated, are the only freeway interchange projects eligible to be funded by the Valley Freeway Interchange Program.

Policy VFI-11: The SANBAG Development Mitigation Nexus Study shall calculate and document the public and development share costs for each eligible interchange as well as the local jurisdiction responsibility for development share costs.

Policy VFI-12: No new project shall be added to the Valley Freeway Interchange Project List included in the Nexus Study unless the sponsoring agency can provide a comparable reduction in the public share cost, either by eliminating another interchange of comparable cost or increasing the local jurisdiction's development share contribution so as to avoid a net increase in public share cost. Written agreement to withdraw the interchange shall be obtained from the elected body for any minority share jurisdiction and shall be presented to SANBAG prior to Board action.

F. Valley Freeway Interchange Prioritization

Policy VFI-13: Within the Valley Freeway Interchange Program, projects needed to facilitate delivery of the San Bernardino Valley Freeway Program shall receive prioritiy over the other eligible freeway interchange projects and may be initiated at the discretion of SANBAG. Initiation of an interchange project by SANBAG shall not waive any requirements for local jurisdictions to provide the development share of the project cost. However, SANBAG shall work with the responsible jurisdiction(s) on such projects to transact a loan for the fair share amount or negotiate other payment terms that will allow for reimbursement of the fair share amount to SANBAG over a mutually agreeable timeframe.

Policy VFI-14: Following allocations to interchanges pursuant to Policy VFI-13, Valley Freeway Interchange Program funding shall be allocated to projects nominated by sponsoring agencies according to a prioritization list approved by the SANBAG Board, and included for reference in Section IV.B.5 of the Strategic Plan.

Policy VFI-15: The Valley Freeway Interchange Program prioritization shall be based on a benefit/cost methodology and may also include consideration of congestion on the freeway mainline caused by deficiencies at the interchange. The prioritization list shall be considered for updates n conjunction with the reviews of the Expenditure Plan required in Section XIV. EXPENDITURE PLAN AMENDMENTS of the Measure I 2010-2040 ordinance. However, the SANBAG Board of Directors may request a re-evaluation of the prioritization list at any time.

Policy VFI-16: Project initiation shall be the responsibility of a local sponsoring jurisdiction, unless otherwise directed by the SANBAG Board pursuant to Policy VFI-13. Nominations by sponsoring jurisdictions occur through inclusion of the candidate project in the sponsor's CPNA for the year of the requested allocation.

Policy VFI-17: A sponsoring jurisdiction may begin expenditure of funds following the execution of a Project Funding Agreement, which shall include the scope of work for a project or project phase and a commitment to provide the development share of the funding through all the phases of the project, pursuant to the Development Mitigation Cooperative Agreement required by Policy VFI-21. The Project Funding Agreement shall be executed by the sponsoring agency and SANBAG prior to to the expenditure of funds on any phase of the project. Sponsoring agencies shall not be reimbursed for any costs incurred prior to the execution of the Project Funding Agreement.

Policy VFI-18: Sponsoring agencies that desire to deliver a Valley Freeway Interchange Program project to which funds cannot be allocated in a given year shall be eligible for reimbursement through the Advance Expenditure process outlined in Policy 40002.

G. Development Mitigation Fair Share Contributions

Policy VFI-19: Funds allocated by SANBAG to any phase of a Valley Freeway Interchange project shall be matched by development contributions in accordance with the minimum development contribution percentages identified in the SANBAG Nexus Study.

Policy VFI-20: The sponsoring agency is responsible for coordination of all minority share development mitigation contributions identified in the SANBAG Development Mitigation Nexus Study.

Policy VFI-21: No allocation of funding by SANBAG to a Valley Freeway Interchange project shall occur prior to execution of the Development Mitigation Cooperative Agreement among all development mitigation contributors identified in the SANBAG Nexus Study or commitment by the sponsoring agency to provide the minimum development share.

Policy VFI-22: A Development Mitigation Cooperative Agreement shall be approved by all jurisdictions with funding responsibility for an interchange project as identified in the Nexus Study. The Development Mitigation Cooperative Agreement provides a guarantee of the development mitigation contributions required by the Nexus Study. The cooperative agreement shall be submitted with the

sponsoring agency's five-year CPNA for any Valley Freeway Interchange project included in the first year (year 1) of the CPNA. These agreements shall be approved by each jurisdiction's city council and, where applicable, the County Board of Supervisors. Where SANBAG initiates project development on an interchange project, SANBAG shall be responsible for coordinating the execution of the Development Mitigation Cooperative Agreement.

H. Development Mitigation Fair Share Loans and Loan Repayment

Policy VFI-23: On an exception basis, project sponsors and other participating local jurisdictions may request loans from SANBAG for the development contribution to facilitate project delivery. Any such loan is subject to approval by the SANBAG Board of Directors. Approved loans of Measure I to cover a development mitigation fair share requirement for either a sponsoring agency or another contributing jurisdiction, shall be subject to the following terms to minimize disadvantage to other jurisdictions:

- Repayment shall include interest equivalent to the annual yield for the most recent fiscal year for the Local Agency Investment Fund (LAIF).
- The repayment term shall be based on a fixed-term repayment schedule established within the loan agreement. No loan shall be granted a repayment period greater than 10 years.
- Failure to make payments consistent with the terms of the loan agreement will result in the jurisdiction's loss of access to new allocations of Measure I 2010-2040 Valley Major Streets and Valley Freeway Interchange Program funds until payments are brought back to a level consistent with the terms of the loan agreement.
- If annexation of an unincorporated area within the Nexus Study interchange traffic shed as established by the Nexus Study occurs, any loan commitments related to that interchange will be reapportioned to the annexing city based on the adjusted fair share for the interchange project and will be included in any considerations by the Local Agency Formation Commission.
- SANBAG reserves the right to audit local jurisdiction development mitigation accounts to verify development fee collections used as the basis of loan repayment.
- Loans that are the result of initiation of a project by SANBAG, pursuant to Policy VFI-13, shall be negotiated on a case-by-case basis with terms that may vary from those above.

Policy VFI-24: Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the required development share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs.

I. Development Mitigation Fair Share Credit Agreements

Policy VFI-25: Local jurisdictions and developers shall be allowed to enter into credit agreements or other arrangements for developer provision of roadway improvements approved by the City Council/Board of Supervisors. Such agreements will be strictly between the local jurisdiction and the developer.

Policy VFI-26: A copy of the credit agreement or other developer credit docmentation and invoices to substantiate quantities and unit costs for developer work on a Nexus Study project shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy VFI-27: Local jurisdictions that submit an invoice involving a credit agreement or other arrangement for developer provision of roadway improvements shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

Policy VFI-28: Reimbursement shall occur for only the public share of the Nexus Study project costs.

J. Eligible Valley Freeway Interchange Program Expenditures

Policy VFI-29: Eligible Valley Freeway Interchange Program expenditures shall include the costs for project phases of any Valley Freeway Interchange improvement included in the SANBAG Nexus Study.

Policy VFI-30: The following costs are ineligible for reimbursement from the Valley Freeway Interchange Program:

- Additional environmental or architectural enhancement not required as part of the mitigation pursuant to the approved environmental document(s) for the project.
- Project oversight costs, with the exception of construction support costs.
- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SANBAG will either:
  1. Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times times the percentage of the acreage actually required for the project, or
  2. At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.
- Additional project scope not included in the Project Funding Agreement between the sponsoring agency and SANBAG, except when SANBAG and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

K. Construction Cost Overruns

Policy VFI-31: Jurisdictions shall bear full responsibility for construction cost overruns, which are defined as any amount in excess of the total cost of the accepted bid and contingencies up to 10% of the construction bid. On an exception basis, SANBAG and the lead agency may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement. Jurisdictions shall share construction cost overrun expenses in proportion to the shares of development mitigation responsibility specified in the Nexus Study. The private share of any cost overrun or project cost increment associated with a project shall be shared by all jurisdictions responsible for the project at the rates identified in the Nexus Study.

L. SANBAG Project Management for Valley Freeway Interchange Program Projects

Policy VFI-32: Management of projects in the Valley Freeway Interchange Program shall be the responsibility of local jurisdictions. However, SANBAG, at the option of the Board of Directors, may assume project management responsibilities for a Valley Freeway Interchange project under one or more of the following conditions:

- The public share percentage of the project is greater than 50%.
- Where federal or State funds with delivery time constraints have been secured for the project, where the funds would be withdrawn if the time constraints are not met, and where the withdrawal of funds would increase the amount of other public share funds needed to fund the project. Alternatively, a local jurisdiction may assume the lead if it agrees to be responsible for the loss of any federal or State funds withdrawn as a result of not meeting the time constraints.
- Where SANBAG staff has identified reconstruction of an interchange as necessary prior to or as part of the construction of a San Bernardino Valley Freeway Program project.

The existence of any of the above conditions shall not obligate SANBAG to manage the project.

Policy VFI-33: For projects subject to SANBAG project management pursuant to Policy VFI-32, project management costs will be included as part of the project cost and the costs will be distributed per the public and private share percentages established by the Nexus Study.

Policy VFI-34: Local jurisdictions may request that SANBAG manage interchange projects for which SANBAG does not opt to assume project management responsibilities under Policy VFI-32. SANBAG may agree to assume management responsibilities under the following conditions:

- The sponsoring agency must provide a written request for SANBAG management of the interchange project.
- SANBAG determines that it has available staff or consultant resources to manage the project.
- The request is approved by the SANBAG Board.

Subject to these conditions, a cooperative agreement specifying management services must be approved by the city council/Board of Supervisors representing the agency sponsoring the project, and the SANBAG Board.

Policy VFI-35: For projects subject to SANBAG project management pursuant to Policy VFI-34, local jurisdictions shall pay 100% of actual SANBAG project management costs, to be estimated in advance by SANBAG.

Policy VFI-36: For projects subject to SANBAG project management, SANBAG will coordinate the collection of development mitigation funds from local jurisdictions and expenditure of those funds as required to complete the project.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Policy VFI-15: Replaced the last sentence: The prioritization list shall be updated every two years in accordance with the biennial Nexus Study update or as directed by the SANBAG Board of Directors. with: The prioritization list shall be considered for updates n conjunction with the reviews of the Expenditure Plan required in Section XIV. EXPENDITURE PLAN AMENDMENTS of the Measure I 2010-2040 ordinance. However, the SANBAG Board of Directors may request a re-evaluation of the prioritization list at any time.	11/03/2010

ATTACHMENT 3

San Bernardino Associated Governments	**Policy**	**40006**
Adopted by the Board of Directors April 1, 2009	Revised	1/4/12
Valley Major Street (VMS) Program Measure I 2010-2040 Strategic Plan	Revision No.	1

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I. PURPOSE

The purpose of this policy is to delineate the requirements for administration of the Valley Major Street program for Measure I 2010-2040. The policy establishes the funding apportionment and allocation process, the process for establishing and monitoring equitable shares for individual jurisdictions, project eligibility, reimbursement mechanisms, limitations on eligible expenditures, and the role of SANBAG.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

III. DEFINITIONS

Capital Project Needs Analysis – A five-year plan of capital project needs for each program included in the San Bernardino Valley Expenditure Plan. The CPNA includes estimates of project costs to be incurred by funding type, fiscal year, and phase for the five year period following the beginning of the subsequent State fiscal year.

Equitable Share – The percentage of Measure I Arterial Sub-program funding guaranteed to each Valley jurisdiction over the life of Measure I 2010-2040. The percentage is the ratio of public share costs for each jurisdiction's list of arterial projects to total Valley arterial public share costs in the Development Mitigation Nexus Study approved by the SANBAG Board in November 2007.

Development Share – The percentage share of total project cost assigned as the development contribution percentage as listed in the SANBAG Nexus Study.

Public Share – The share of project cost calculated as the total cost of the project minus the developer share.

Reserved Account – An account of Measure I dollars from the arterial portion of the Valley Major Street Program retained by SANBAG for each jurisdiction that can be accessed by a 1:1 match with development contributions. For each dollar of required development share pursuant to the Development Mitigation Nexus Study, one dollar is retained in the reserved account until matching funds are available.

Unreserved Account – An account representing a jurisdiction's equitable share of the arterial portion of the Valley Major Street funds minus the dollars in the reserved account. Jurisdictions may access the unreserved account with no development contribution match.

IV. POLICIES FOR THE VALLEY MAJOR STREET PROGRAM – CREATION OF SUB-PROGRAMS

Policy VMS-1: The Valley Major Street Program shall be divided into two sub-programs: 1) a Rail-Highway grade separation sub-program, and 2) an arterial sub-program.

Policy VMS-2: The SANBAG Board may vary the apportionments to each of the sub-programs from year to year. In FY 10/11 and FY 11/12, the Rail-Highway grade separation subprogram shall receive 20% of Measure I funds available in the Major Street Program.

From FY 12/13 to FY 19/20, the Rail-Highway grade separation subprogram shall receive 33% of Measure I funds available in the Major Street Program. From FY 20/21 to FY 29/30, the Rail-Highway grade separation subprogram shall receive 30% of Measure I funds available in the Major Street Program. In FY 30/31 – FY39/40, the Rail-Highway grade separation subprogram shall receive 22% of Measure I funds available in the Major Street Program.

Adjustments shall be made for the time-value of money to ensure that both sub-programs receive their equitable share of Valley Major Street Program funds over the life of the Measure, regardless of when projects are constructed.

Policy VMS-3: If it is apparent that fewer Measure I dollars are required for grade separations than the percentage allocation referenced above, all or a portion of the projected excess may be transferred to the arterial subprogram by action of the SANBAG Board of Directors.

V. POLICIES FOR THE VALLEY MAJOR STREET PROGRAM – RAIL-HIGHWAY GRADE SEPARATION SUB-PROGRAM

A. Rail-Highway Grade Separation Sub-program - Allocation of Measure I 2010-2040 Funding

Policy VMS-4: The SANBAG Board of Directors shall allocate funding to specific Valley Rail-Highway Grade Separation projects as nominated by local jurisdictions through their five-year Capital Project Needs Analysis. If nominations exceed the available funding, SANBAG shall allocate funds to sponsors of the nominated projects in order of project priority pursuant to the grade separation prioritization table in the most recent version of the Development Mitigation Nexus Study. (Note: table to be provided in the Spring 2009 update of the Nexus Study.) Fund allocation shall anticipate the Measure I public share costs in subsequent years for a project so that the intent of Policy VMS-5 below can be achieved. Funding for initial phases of projects lower on the prioritized list may be deferred depending on the outcome of the annual cash flow analysis. Timely funding through construction of projects that have already received initial allocations shall receive highest priority, even if the nominations are less than available funding for any given year.

Policy VMS-5: Allocations to a Valley rail-highway grade separation project shall be limited to the current phase of the project. However, an allocation of funds to the Project Approval and Environmental Documentation (PA&ED) phase or to a subsequent phase prior to construction shall represent a commitment by SANBAG to timely funding of the public share of the project through construction, subject to the availability of Measure I, State, and federal funds.

B. Rail-Highway Grade Separation Sub-program - Cost Reimbursement

Policy VMS-6: The Valley Rail-Highway Grade Separation Sub-program shall be administered as a cost reimbursement program. Sponsoring agencies shall enter into Project Funding Agreements with SANBAG, as specified in Policy 40001, prior to receiving authorization from SANBAG to expend funds. Following the authorization to expend funds, the sponsoring agency may incur expenses for the components of the project identified in the scope of work included in the Funding Agreement.

Policy VMS-7: On an exception basis and subject to SANBAG Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

- Right-of-way: Only right-of-way transactions in excess of $500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SANBAG within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy VMS-25.
- Construction: The advanced reimbursement shall be based on an awarded construction contract in excess of $10,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SANBAG shall reimburse jurisdiction invoices, in addition to the advanced reimbursement amount, until the public share amount remaining in the contract is

equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SANBAG reimbursement requirements.

C. Rail-Highway Grade Separation Sub-program – Local Jurisdiction Invoices
Policy VMS-8: Local jurisdictions shall submit invoices to SANBAG for actual expenditures incurred for components of a grade separation project as identified in the scope of work included in the Funding Agreement. Invoices may be submitted to SANBAG as frequently as monthly.

Policy VMS-9: Local jurisdictions shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the jurisdiction must submit the invoice provided by the contractor to the agency, which shall include unit costs, quantities, labor rates and other documentation, as appropriate, to substantiate expenses incurred by the contractor.

Policy VMS-10: The sponsoring agency shall be reimbursed for the actual project costs minus the development share documented in the SANBAG Development Mitigation Nexus Study.

D. Rail-Highway Grade Separation Sub-program - Local Jurisdiction Reimbursement Schedule
Policy VMS-11: SANBAG shall reimburse the local jurisdiction for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package as described in Policy VMS-9.

E. Rail-Highway Grade Separation Sub-program Eligible Projects
Policy VMS-12: Valley rail-highway grade separation projects included within the SANBAG Development Mitigation Nexus Study, as periodically updated, are the only projects eligible to be funded by the Valley Rail-Highway Grade Separation Sub-program.

Policy VMS-13: No new project shall be added to the Valley Rail-Highway Grade Separation Project List included in the Nexus Study unless the sponsoring agency can provide a comparable reduction in the public share cost, either by eliminating another grade separation project of comparable cost or increasing the fair share collection so as to avoid a net increase in public share cost, as adjusted for inflation.

F. Rail-Highway Grade Separation Sub-program - Prioritization
Policy VMS-14: Valley Rail-Highway Grade Separation Sub-program funding, if available, shall be allocated to projects nominated by local jurisdiction sponsors and in accordance with the prioritization list included in the most recent version of the Development Mitigation Nexus Study. (Note: table to be provided in the Spring 2009 update of the Nexus Study.) . Nominations by sponsoring agencies occur through inclusion of the candidate project in the sponsor's five-year CPNA for the year of the requested allocation.

Policy VMS-15: The Valley Rail-Highway Grade Separation Sub-program prioritization list shall be updated every two years, in conjuction with updates of the Nexus Study.

Policy VMS-16: A local jurisdiction may begin expenditure of funds following the execution of a Project Funding Agreement, which shall include the scope of work of a project or project phase and a commitment to provide the development share of the funding through all the phases of the project. The Funding Agreement shall be executed by the local jurisdiction and SANBAG prior to the expenditure of funding on any phase of the project. Local jurisdictions shall not be reimbursed for any costs incurred prior to the execution of the Funding Agreement.

Policy VMS-17: Local jurisdictions that desire to deliver a Valley Rail-Highway Grade Separation Sub-program project to which funds cannot be allocated in a given year shall be eligible for reimbursement through the Advanced Expenditure process outlined in Policy 40002.

G. Rail-Highway Grade Separation Sub-program - Development Mitigation Fair Share Loans and Loan Repayment
Policy VMS-18: On an exception basis, project sponsors may request loans from SANBAG for the development share to facilitate project delivery. Any such loan is subject to approval by the SANBAG Board of Directors. Approved loans of Measure I to cover a development mitigation fair share requirement shall be subject to the following terms to avoid disadvantage to other jurisdictions:

- Repayment shall include interest equivalent to the annual yield for the most recent fiscal year for the Local Agency Investment Fund (LAIF).
- The repayment term shall be based on a fixed-term repayment schedule established within the loan agreement. No loan shall be granted a repayment period greater than 10 years.

- Failure to make payments consistent with the terms of the loan agreement will result in the jurisdiction's loss of access to new allocations of Measure I 2010-2040 Valley Major Street and Valley Freeway Interchange Program funds until payments are brought back to a level consistent with the terms of the loan agreement.
- SANBAG reserves the right to audit local jurisdiction development mitigation accounts to verify development fee collections used as the basis of loan repayment.

Policy VMS-19: Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the development share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs.

H. Rail-Highway Grade Separation Sub-program - Development Mitigation Fair Share Credit Agreements

Policy VMS-20: Local jurisdictions and developers shall be allowed to enter into credit agreements or other arrangements for developer provision of roadway improvements approved by the City Council/Board of Supervisors. Such agreements shall be strictly between the local jurisdiction and the developer. Jurisdictions are advised to provide for SANBAG review of credit agreements or other arrangement to ensure they are structured in a way that will adequately document private share costs for which the jurisdiction desires credit.

Policy VMS-21: A copy of the credit agreement or other developer credit documentation and invoices to substantiate quantities and unit costs for developer work on a Nexus Study project shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy VMS-22: Local jurisdictions that submit an invoice involving a credit agreement or other arrangement for developer provision of roadway improvements shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

Policy VMS-23: Reimbursement shall occur for only the public share of the Nexus Study project costs.

I. Rail-Highway Grade Separation Sub-program - Eligible Expenditures

Policy VMS-24: Eligible Valley Rail-Highway Grade Separation Sub-program expenditures shall include the costs for project phases of any Valley grade separation project included in the SANBAG Nexus Study and as specifically documented in the Funding Agreement.

Policy VMS-25: The following costs are ineligible for reimbursement from the Valley Rail-Highway Grade Separation Sub-program:

- Additional environmental or architectural enhancement not required as part of the mitigation pursuant to the approved environmental document(s) for the project.
- Project oversight costs, with the exception of construction support costs.
- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SANBAG will either:
  1. Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times times the percentage of the acreage actually required for the project, or
  2. At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.
- Additional project scope not included in the Funding Agreement between the sponsoring agency and SANBAG, except when SANBAG and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

J. Rail-Highway Grade Separation Sub-program - Construction Cost Overruns

Policy VMS-26: Jurisdictions shall bear full responsibility for construction cost overruns, which are defined as any amount in excess of the total cost of the accepted bid and contingencies up to 10% of the construction bid. On an exception basis, SANBAG and the local jurisdiction may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the

additional costs pursuant to an amendment to the Project Funding Agreement. The private share of any cost overrun or project cost increment associated with a project shall be shared by all jurisdictions responsible for the project at the rates identified in the Nexus Study.

K. SANBAG Project Management for Rail-Highway Grade Separation Sub-program Projects
Policy VMS-27: Management of projects in the Rail-Highway Grade Separation Sub-program projects shall be the responsibility of local jurisdictions. However, SANBAG, at the option of the Board of Directors, may assume project management responsibilities for a Rail-Highway Grade Separation project under one or more of the following conditions:

- The public share percentage of the project is greater than 50%.
- Where federal or State funds with delivery time constraints have been secured for the project, where the funds would be withdrawn if the time constraints are not met, and where the withdrawal of funds would increase the amount of other public share funds needed to fund the project. Alternatively, a local jurisdiction may assume the lead if it agrees to be responsible for the loss of any federal or State funds withdrawn as a result of not meeting the time constraints.

The existence of any of the above conditions shall not obligate SANBAG to manage the project.

Policy VMS-28: For projects subject to SANBAG project management pursuant to Policy VMS-27, project management costs shall be included as part of the project cost and the costs will be distributed per the public and private share percentages established by the Nexus Study.

Policy VMS-29: Local jurisdictions may request that SANBAG manage grade separation projects for which SANBAG does not opt to assume project management responsibilities under Policy VMS-27. SANBAG may agree to assume management responsibilities under the following conditions:

- The sponsoring agency must provide a written request for SANBAG management of the grade separation project.
- SANBAG determines that it has available staff or consultant resources to manage the project.
- The request is approved by the SANBAG Board.

Subject to these conditions, a cooperative agreement specifying management services must be approved by the city council/Board of Supervisors representing the agency sponsoring the project, and the SANBAG Board.

Policy VMS-30: For projects subject to SANBAG project management pursuant to Policy VMS-27, local jurisdictions shall pay 100% of actual SANBAG project management costs, to be estimated in advance by SANBAG.

VI. POLICIES FOR THE VALLEY MAJOR STREET PROGRAM – ARTERIAL SUB-PROGRAM

A. Arterial Sub-program - Allocation of Measure I 2010-2040 Funding
Policy VMS-31: An equitable share percentage of Arterial Sub-program funds shall be guaranteed to each jurisdiction over the 30-year life of the Measure, subject to the qualifications stated in the policies below. The equitable share percentages shall be based on the Development Mitigation Nexus Study update approved by the SANBAG Board in November 2007 and provided for reference in Part 1 of the Strategic Plan, Section IV.B.6.

Policy VMS-32: The SANBAG Board shall apportion Measure I dollars to the Arterial Sub-program and to Valley jurisdictions, based on the equitable share percentages for arterial projects in Table IV-4 in Part 1 of the Strategic Plan. SANBAG staff shall maintain a cumulative accounting of jurisdiction apportionments, adding new apportionments to jurisdictions' accounts each year. Measure I funds shall be retained by SANBAG until reimbursed to jurisdictions based on invoices received.

Policy VMS-33: Equitable shares may be adjusted based on annexation of unincorporated areas into a city. SANBAG shall recalculate the equitable shares based on the redistribution of growth between the base year (2004) and the forecast year (2030). The adjustment shall be approved by the SANBAG Board and included in an amendment to the Development Mitigation Nexus Study.

Policy VMS-34: Each annual apportionment of Measure I dollars to a jurisdiction shall be split into reserved and unreserved portions. The reserved portion shall equal the development fair share percentage of the apportioned amount.

Policy VMS-35: SANBAG shall make time-value of money adjustments to ensure that each jurisdiction receives its equitable share of Measure I arterial subprogram funding, regardless of whether it delivers its projects early or later in the 2010-2040 period. The adjustments shall be made in accordance with Policy 40001.

Policy VMS-36: Borrowing may be authorized by the SANBAG Board from the unused portion of jurisdiction accounts to deliver projects in other Valley programs or to reimburse another jurisdiction for early delivery of Major Street Program projects.

- Borrowing to fund projects in another jurisdiction shall be limited such that no jurisdiction gets more than five years ahead of its projected equitable share.
- This cap shall be reduced in the last 10 years of Measure I 2010-2040 to ensure that equitable shares are achieved by 2040.
- SANBAG shall be responsible for ensuring that the borrowing of apportionments does not jeopardize the timely reimbursement of expenditures for any of the Valley jurisdictions that have sufficient apportionments to fund their projects.

B. Arterial Sub-program – Jurisdiction Master Agreement

Policy VMS-37: A Jurisdiction Master Agreement shall be executed between SANBAG and each local jurisdiction in the Valley documenting the procedures to be employed in implementing the Valley Arterial Sub-program. The agreement shall also include information such as project eligibility criteria, apportionment process, equitable share percentages, invoicing procedures, reimbursement commitments, and rights of SANBAG to audit local jurisdiction transactions and accounts associated with the expenditure of Arterial Sub-program funds and development mitigation accounts.

Policy VMS-38: The Jurisdiction Master Agreement shall reference the table of local jurisdiction cumulative apportionments to be approved by the SANBAG Board in approximately January of each year.

C. Arterial Sub-program - Cost Reimbursement

Policy VMS-39: Jurisdictions may access Measure I revenue available in both the reserved and unreserved portions of their account by submitting project expenditure invoices to SANBAG, subject to the Jurisdiction Master Agreement and to the additional policies stated below.

Policy VMS-40: The reserved portion of a jurisdiction's account may be accessed (i.e. reimbursed to a jurisdiction) on a 1:1 basis as development dollars are expended on projects, up to the cumulative apportionment in jurisdiction accounts. Thus, the entire reserved portion of the account may be accessed if an equivalent expenditure occurs from development contributions.

Policy VMS-41: The unreserved portion may be accessed without a development mitigation requirement, up to the current apportionment limit, by submitting invoices for actual project expenditures to SANBAG

Policy VMS-42: SANBAG shall maintain ongoing documentation of cumulative apportionments for reserved and unreserved accounts for each jurisdiction, expenditures that have drawn down those accounts, and current account balances. The information shall be reported annually to the appropriate policy and technical committees and shall be available to jurisdictions on a request basis.

Policy VMS-43: On an exception basis and subject to SANBAG Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

- Right-of-way: Only right-of-way transactions in excess of $500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SANBAG within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy VMS-50.
- Construction: The advanced reimbursement shall be based on an awarded construction contract in excess of $5,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the

project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SANBAG shall reimburse jurisdiction invoices, in addition to the advanced reimbursement amount, until the public share amount remaining in the contract is equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SANBAG reimbursement requirements.

Policy VMS-44: The advance expenditure process referenced in Policy 40002 allows jurisdictions to expend funds in excess of their cumulative apportionment, with delayed reimbursement. The public share of advance expenditures shall be reimbursed when future apportionments are authorized. Access to unreserved and reserved accounts shall be tracked separately.

D. Arterial Sub-program – Local Jurisdiction Reimbursement

Policy VMS-45: Local jurisdictions may submit invoices to SANBAG for actual expenditures incurred for components of any arterial project listed within the first two years of their current CPNA. Invoices may be submitted to SANBAG as frequently as monthly.

Policy VMS-46: Local jurisdictions shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the jurisdiction must submit the invoice provided by the contractor/consultant, which shall include unit costs, quantities, labor rates, and other documentation, as appropriate, to substantiate expenses incurred by the contractor/consultant.

Policy VMS-47: Local jurisdictions shall be reimbursed for the actual project costs minus the development share documented in the SANBAG Development Mitigation Nexus Study.

Policy VMS-48: SANBAG shall reimburse local jurisdictions for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package, which shall include all backup and support materials required to substantiate the expenditures.

E. Arterial Sub-program - Eligible Expenditures

Policy VMS-49: Eligible Arterial Sub-program expenditures shall include the costs for project phases of any Valley arterial project included in the SANBAG Nexus Study.

Policy VMS-50: The following costs are ineligible for reimbursement from the Arterial Sub-program:

- Additional environmental or architectural enhancement not required as part of the mitigation established in the environmental document(s) prepared for a project.
- Project oversight costs in excess of 2% of the cumulative invoice amount, with the exception of construction support costs. Project oversight costs for in-house or consultant staff must be included in the Nexus Study project costs and be supported by the necessary documentation in the invoice package.
- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SANBAG will either:
    1. Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times times the percentage of the acreage actually required for the project, or
    2. At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.
- Additional project scope not included in the Project Funding Agreement between the sponsoring agency and SANBAG, except when SANBAG and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

Policy VMS- 51: SANBAG shall not reimburse a jurisdiction for expenditures on projects that are not listed in the Nexus Study or the local jurisdiction development impact fee plan.

Policy VMS-52: SANBAG shall reimburse jurisdictions for the public share of eligible project expenses, including reimbursement requested for costs in excess of prior cost estimates, up to the jurisdiction's current apportionment limit. All expenditures, including any overrun amounts shall be included as part of the equitable share calculation for the responsible jurisdiction.

F. Arterial Sub-program - Development Mitigation Fair Share Loans and Loan Repayment

Policy VMS-53: Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the development share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs.

Policy VMS-54: Loans for development shares shall not be available from SANBAG for projects in the Arterial Sub-program.

G. Arterial Sub-program - Development Mitigation Fair Share Credit Agreements

Policy VMS-55: Local jurisdictions and developers shall be allowed to enter into credit agreements or other arrangements for developer provision of roadway improvements approved by the City Council/Board of Supervisors. Such agreements shall be strictly between the local jurisdiction and the developer.

Policy VMS-56: A copy of the credit agreement or other developer credit documentation and invoices to substantiate quantities and unit costs for developer work on a Nexus Study project shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy VMS-57: Local jurisdictions that submit an invoice involving a credit agreement or other arrangement for developer provision of roadway improvements shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

Policy VMS-58: Reimbursement shall occur for only the public share of the Nexus Study project costs.

VII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Par. IV: Revisions to Policy VMS-2 and Policy VMS-3 – revises the apportionments to the Rail-Highway Grade Separation sub-program and the Arterial sub-program.	01/04/2012

ATTACHMENT 3

San Bernardino Associated Governments		Policy	40021
Adopted by the Board of Directors	October 5, 2011	Revised	10/5//11
Short-Term Cash Flow Borrowing Between Measure I Subareas or Programs Measure I 2010-2040 Strategic Plan		Revision No.	0

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SANBAG Intranet.

Table of Contents

| Purpose | References | Definition | Measure I Programs | Identifying Cash flow Borrowing Needs | Interest Rate on Cash Flow Borrowing | Cash Flow Borrowing Repayment | Cash Flow Borrowing Limitations | Cash Flow Borrowing Exceptions | Revision History |

I. PURPOSE

The purpose of this policy is to provide a framework and identify parameters for short-term cash flow borrowing between Measure I 2010-2040 subareas or programs unused portions (based on funds not currently being used in the loaning programs).

II. REFERENCES

Measure I 2010-2040 Strategic Plan, Part I, Section III Measure I Strategic Plan Framework, Subsection IIIB.3 Strategy 3: Accelerate Project Delivery Through Borrowing Where Appropriate

Measure I 2010-2040 Strategic Plan Policy 40006 VMS-36

III. DEFINITION

Cash Flow Borrowing: Short-term loans between certain Measure I Subareas or Programs to expedite project delivery and reduce outside borrowing costs whenever possible.

IV. MEASURE I PROGRAMS

Measure I 2010-2040 cash flow borrowing will be limited to the Valley Freeway, Valley Interchange, Valley Major Streets, Valley Metrolink/Rail, Valley Express Bus/BRT, Valley Traffic Management Systems, Mountain/Desert Project Development and Traffic Management Systems, Mountain/Desert Major Local Highway, and Cajon Pass programs. Cash flow borrowing will not adversely impact funds that would otherwise be available to a Measure I subarea or program.

Cash flow borrowing will also be allowed from Measure I 1990-2010 Valley Major Projects to the aforementioned Measure I 2010-2040 programs. Valley and Mountain/Desert Administration, Elderly and Disabled Transit, and Local Street Projects programs are excluded from cash flow borrowing.

V. IDENTIFYING CASH FLOW BORROWING NEEDS

Cash flow borrowing needs will be identified each year during the preparation of the annual budget. The dollar amount borrowed from one Measure I 2010-2040 program to another will be calculated upon adoption of the budget and recorded as an advance to and/or between the affected programs at the beginning of the new fiscal year. The budget will provide for repayment of loans under Task 0985, Fund Advances.

When budget amendments, which create additional cash flow borrowing, are approved by the Board of Directors, they will be recorded at the beginning of the month that the budget amendment is approved.

VI. INTEREST RATE ON SHORT-TERM CASH FLOW BORROWING

The interest rate to be charged for short-term cash flow borrowing between programs will be the average investment yield of the SANBAG operating reserve investment portfolio from the previous fiscal year. The rate will be simple interest for the entire year and prorated for mid-year cash flow borrowing.

VII. CASH FLOW BORROWING REPAYMENT

Cash flow borrowing between Measure I programs will be repaid at the time the funds are required by the loaning program, not to exceed five years of the initial borrowing.

Extensions are allowed on a need basis with the approval of the Board of Directors. Repayment can be from future Measure I program sales tax revenue, bonded indebtedness, and/or other revenues.

VIII. CASH FLOW BORROWING LIMITATIONS

Cash flow borrowing will be limited by the following:

- The ability of the borrowing program to service the debt on a long-term bond issue.
- The need of the loaning program to be reimbursed.
- Adherence to the Measure I expenditure plan share of funds between programs.

IX. CASH FLOW BORROWING EXCEPTIONS

Exceptions to the cash flow borrowing between Measure I programs will require approval from the Board of Directors.

X. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	10/05/11

Attachment 4

MEASURE I 2010- 2040
Project Advancement Program - Project Status

Valley Freeway Interchange Projects--WITH EXISTING PAA AGREEMENT

Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate	Measure Share
Yucaipa	C07047	08/02/2006	brd0608a-abz	I-10 at Oak Glen/Live Oak	Interchange Reconstruction	$18,403,246	$6,286,672
Fontana	C07129	12/06/2006	brd0612b-abz	I-15 at Duncan Canyon Rd	Construct New Interchange	$18,000,000	$4,068,000
Rialto	C07170	04/04/2007	brd0704c-abz	I-10 at Riverside Avenue	Interchange Reconstruction	$30,400,000	$17,382,581

TOTAL MEASURE COMMITMENT TO VALLEY FREEWAY INTERCHANGE PROJECTS $27,737,253

Valley Major Street Projects --WITH EXISTING PAA AGREEMENT

Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate	Measure Share
Chino Hills	C07022	07/05/2006	brd0607b-abz	Peyton Dr	Widen from Grand Av to Chino Hills Pkwy	$15,167,000	$8,202,776
					TOTAL MEASURE COMMITMENT TO CHINO HILLS		**$8,202,776**
Fontana	C07058	12/06/2006	brd0612b-abz	Baseline Ave.	Widen from Citrus Ave to 330' East of Mango Ave	$7,550,000	$5,134,000
Fontana	C07059	12/06/2006	brd0612b-abz	Cherry Ave	Widen from Jurupa Ave to Slover Ave	$3,110,000	$2,114,800
Fontana	C07060	12/06/2006	brd0612b-abz	Foothill Ave	Widen from East Ave to Hemlock Ave	$7,400,000	$5,032,000
Fontana	C07061	12/06/2006	brd0612b-abz	Sierra Ave	Widen from Baseline Ave to Walnut Ave	$7,800,000	$5,304,000
Fontana	C07062	12/06/2006	brd0612b-abz	Jurupa Ave	Widen from Etiwanda Ave to Sierra Ave	$12,000,000	$8,160,000
Fontana	C07063	12/06/2006	brd0612b-abz	Citrus Ave	Widen form Baseline Ave to So. Highland Ave	$4,000,000	$2,720,000
Fontana	C07064	12/06/2006	brd0612b-abz	Walnut Ave	Widen from Citrus Ave. to Sierra Ave	$4,200,000	$2,856,000
Fontana	C07065	12/06/2006	brd0612b-abz	So. Highland Ave	Widen from San Sevaine Rd to Citrus Ave	$4,000,000	$2,720,000
Fontana	C07066	01/10/2007	brd0701a-abz	Cypress Ave	Construct Overcrossing at I-10	$20,000,000	$10,245,502
					TOTAL MEASURE COMMITMENT TO FONTANA		**$44,286,302**
Highland	C08016	10/03/2007	brd0710a-abz	Greenspot Rd	Improvements (widening) from SR-30 to Boulder Ave	$2,710,000	$523,416
					TOTAL MEASURE COMMITMENT TO HIGHLAND		**$523,416**
R Cucamonga	C07025	08/02/2006	brd0608b-abz	Haven Ave	Construct Grade Separation	$15,910,000	$13,856,000
					TOTAL MEASURE COMMITMENT TO RANCHO CUCAMONGA		**$13,856,000**
Yucaipa	C07098	10/04/2006	brd0610a-abz	Yucaipa Blvd	Widen South Side from 5th St to 12th St	$2,898,400	$1,224,750
Yucaipa	C07099	10/04/2006	brd0610b-abz	Oak Glen Rd	Widen from 2nd St to Bryant	$500,000	$345,000
Yucaipa	C07100	10/04/2006	brd0610c-abz	Oak Glen Rd	Widen from Yucaipa Bl to Avenue E	$1,800,000	$1,242,000
Yucaipa	C07101	10/04/2006	brd0610d-abz	Wildwood Canyon Rd	Intersection Improvements at 5th St	$551,605	$380,880
					TOTAL MEASURE COMMITMENT TO YUCAIPA		**$3,192,630**

TOTAL MEASURE COMMITMENT TO VALLEY MAJOR STREET PROJECTS $70,061,124

Valley Freeway Interchange Projects-- New PAA Agreements

Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate	Measure Share
SB County	C10092	05/05/2010	brd1005a-pc	I-10 Pepper Ave	I-10 Freeway Interchange	$10,000,000	$6,600,000

TOTAL MEASURE COMMITMENT TO VALLEY FREEWAY INTERCHANGE PROJECTS **$6,600,000**

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Attachment 4

Valley Major Street Projects-- New PAA Agreements

Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate	Measure Share
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Haven Ave	Widening from Baseline Rd to I-210 Fwy Westside	$6,000,000	$4,260,000
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Church St	Widening from Archibald to Haven 2 to 4 lanes	$1,152,000	$817,920
R Cucamonga	C09182	05/05/2010	brd1005a-pc	4th and Richmond	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	4th and Utica	New traffic signal (50% Ontario)	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	6th and Buffalo	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	6th and Utica	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Archibald and Banyan	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Archibald and San Bernardino	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Archibald and Victoria	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Arrow and Center	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Banyan and Wardman Bullock	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Carnelian and Wilson	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Church and Elm	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Day Creek and Madrigal	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Foothill and Cornwall	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Foothill and East Ave	New Traffic signal (50% Fontana)	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Foothill and Malachite	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Haven and Trademark	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Haven and Wilson	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Hermosa and Church	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Wilson and San Sevaine	New traffic signal	$158,000	$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Wilson and Wardman Bullock	New traffic signal	$158,000	$112,180
					TOTAL MEASURE COMMITMENT TO RANCHO CUCAMONGA		**$7,321,520**
Chino	C09184	05/05/2010	brd1005a-pc	Chino Avenue	Widen from Fern to Euclid (2 to 4 lanes)	$4,565,000	$2,236,850
Chino	C09184	05/05/2010	brd1005a-pc	Kimball Ave	Widen from Euclid to Hellman (2 to 4 lanes)	$6,661,000	$3,263,890
Chino	C09184	05/05/2010	brd1005a-pc	Pine and Mill Creek	New traffic signal	$181,000	$88,690
Chino	C09184	05/05/2010	brd1005a-pc	Pine and West Preserve Loop	New traffic signal	$181,000	$88,690
Chino	C09184	05/05/2010	brd1005a-pc	Fern and Riverside Dr.	New traffic signal	$201,000	$98,490
					TOTAL MEASURE COMMITMENT TO CHINO		**$5,776,610**
Rialto	C09183	05/05/2010	brd1005a-pc	Bloomington Ave and Willow Ave	New traffic signal	$395,000	$237,000
Rialto	C09183	05/05/2010	brd1005a-pc	Merrill Ave and Willow Ave	New traffic signal	$282,000	$169,200
Rialto	C09183	05/05/2010	brd1005a-pc	Cactus Ave and Walnut Ave	New traffic signal	$282,000	$169,200
Rialto	C09183	05/05/2010	brd1005a-pc	Cactus and Randall Ave	New traffic signal	$282,000	$169,200
Rialto	C09183	05/05/2010	brd1005a-pc	Riverside Ave and Alder Ave	New traffic signal	$282,000	$169,200
					TOTAL MEASURE COMMITMENT TO RIALTO		**$913,800**
Highland	C09185	05/05/2010	brd1005a-pc	9th Street	9th Street from Cunningham Street to 192' east of Cunningham Street (South side only)	$26,587	
Highland	C09185	05/05/2010	brd1005a-pc	9th Street	9th Street from 380' east of Cunningham Street to 920' east of Cunningham Street (South side only)	$98,662	
Highland	C09185	05/05/2010	brd1005a-pc	9th Street	9th Street from Elmwood Street to Sterling Avenue (South side only)	$506,424	
					SUB TOTAL	**$631,673**	
					Safe route to school (buydown total cost)	-$317,002	
					TOTAL COST AFTER BUYDOWN (53.6%)	**$314,671**	**$168,664**
					TDA Article 3 (buydown public share)	-75970	
					TOTAL MEASURE COMMITMENT TO HIGHLAND		**$92,694**
					TOTAL MEASURE COMMITMENT TO VALLEY MAJOR STREETS PROJECTS (NEW)		**$14,104,624**
					TOTAL MEASURE COMMITMENT TO VALLEY MAJOR STREETS PROJECTS (ALL PAAs)		**$84,165,748**
					TOTAL MEASURE COMMITMENT TO VALLEY FREEWAY INTERCHANGE PROJECTS (ALL PAAs)		**$34,337,253**

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SANBAG Acronym List

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 21st 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

Governments
SANBAG
Working Together

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.

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