Governments SANBAG Working Together

San Bernardino Associated Governments

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

AGENDA

Board of Directors Meeting

April 4, 2012

*****Start Time: 9:30 a.m. (CLOSED SESSION)*****
1170 W. 3rd Street, 2nd Floor (The Super Chief)

****Convene Regular Meeting 9:45 a.m. ****
1st Floor Lobby

LOCATION
San Bernardino Associated Governments
Santa Fe Depot - SANBAG Lobby 1st Floor
1170 W. 3rd Street, San Bernardino, CA

Board of Directors

President
Larry McCallon, Mayor
City of Highland

Vice-President
Janice Rutherford, Supervisor
County of San Bernardino

Cari Thomas, Mayor
City of Adelanto

Rick Roelle, Council Member
Town of Apple Valley

Julie McIntyre, Mayor Pro Tem
City of Barstow

Bill Jahn, Mayor
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Sarah Zamora, Mayor
City of Colton

Michael Tahan, Council Member
City of Fontana

Walt Stanckiewitz, Mayor
City of Grand Terrace

Mike Leonard, Council Member
City of Hesperia

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Edward Paget, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Ed Scott, Mayor Pro Tem
City of Rialto

Patrick Morris, Mayor
City of San Bernardino

Jim Harris, Council Member
City of Twentynine Palms

Ray Musser, Mayor
City of Upland

Ryan McEachron, Mayor
City of Victorville

Dick Riddell, Mayor
City of Yucaipa

George Huntington, Council Member
Town of Yucca Valley

Gary Ovitt, Supervisor
County of San Bernardino

Brad Mitzelfelt, Supervisor
County of San Bernardino

Neil Derry, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Ray Wolfe, Caltrans
Ex-Officio Member

Ty Schuiling, *Interim Executive Director*

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
County Congestion Management Agency
Service Authority for Freeway Emergencies

AGENDA

Board of Directors
April 4, 2012

*****9:30 a.m. convene meeting of the Board of Directors*****
1170 W. 3rd Street, 2nd Floor (The Super Chief)
San Bernardino, CA

CLOSED SESSION

#1 Conference With Legal Counsel – Existing Litigation
Existing litigation pursuant to Government Code Section 54956.9, subdivision (a), with respect to the following matters:

SANBAG Parcel #	Case Name and Number
B-251	**SANBAG v. Varoujan Hakimian, et al.,** **San Bernardino County Superior Court Case No. CIVDS 1104965**
C80	**SANBAG v. Patrick C. Hsu, et al.,** **San Bernardino County Superior Court Case No. CIVDS 1104955**

#2 Conference with Labor Negotiator (Larry McCallon)
Govt. Code Sec 54957.6 Unrepresented Employee: SANBAG General Counsel

****CONVENE REGULAR MEETING 9:45 A.M.****

Location:
San Bernardino Associated Governments
Santa Fe Depot
SANBAG Lobby, 1st Floor
1170 W. 3rd Street, San Bernardino

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

Call to Order – 9:45 a.m. by Mayor Larry McCallon

I. Pledge of Allegiance
II. Attendance
III. Announcements:
- Calendar of Events (Pg. 16)

IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. **Possible Conflict of Interest Issues for the Board Meeting of April 4, 2012** Pg. 17

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

Consent Calendar

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up under Agenda Item 33.

Administrative Matters

2. **Board of Directors Attendance Roster** Pg. 21

3. **February 2012 Procurement Report** Pg. 25

Receive February 2012 Procurement Report. **William Stawarski**

This item was received by the Administrative Committee on March 14, 2012.

Regional and Quality of Life

4. **Ontario International Airport** Pg. 27

Adopt Resolution R12-009 supporting the transfer of Ontario International Airport (ONT) to local control. **Ty Schuiling**

This item was unanimously recommended for approval by the Plans and Programs Committee on March 21, 2012.

Notes/Actions:

Consent Calendar Continued....

Regional and Quality of Life (Cont.)

5. **Annual Determination of Local Government Conformance to the Congestion Management Program (CMP)** Pg. 32

Approve annual determination of conformance with the CMP for local governments within San Bernardino County pursuant to California Government Code Section 65089.3. **Ty Schuiling**

This item was received by the Plans and Programs Committee on March 21, 2012.

6. **Lease of frequencies and repeaters for Freeway Service Patrol (FSP) digital radio communications** Pg. 34

Approve Contract No. C12221 between SANBAG and Lucky's Two-Way Radios in an amount not-to-exceed $20,000 for lease of frequencies and repeaters for FSP digital radio communications. **Duane A. Baker**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on March 21, 2012. This item has been reviewed by legal counsel and the SANBAG Contracts Manager.

7. **Receive information regarding Joint Procurement for Call Box Maintenance Services, and approve Amendment No. 7 to Contract No. 05006 with CASE Systems, Inc., (CASE) for the extension of Call Box Maintenance Services** Pg. 43

1. Receive information regarding joint procurement for call box maintenance services; and

2. Approve Amendment No. 7 to Contract No. 05006 requesting a ten-month extension through January 31, 2013 with CASE for call box maintenance services. Funds for this extension have been budgeted for Fiscal Year 2011/2012 and in the proposed Fiscal Year 2012/2013 budget as outlined in the Financial Impact Section. **Duane A. Baker**

This item was reviewed and unanimously recommended for approval by the Plans and programs Policy Committee on March 21, 2012. This item has been reviewed, as to form, by the Contracts Manager and SANBAG Legal Counsel.

Notes/Actions:

Consent Calendar Continued....

Project Development

8. State Route 210 (SR-210) Lane Addition from Highland Avenue to Interstate 10 (I-10) Pg. 49

Award Contract No. C12137 to URS Corporation (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. **Paula Beauchamp**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on March 15, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this item as to form.

9. Interstate 215 (I-215)/Mount Vernon-Washington Interchange Improvement Project Pg. 91

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. **Paula Beauchamp**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on March 15, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved this item as to form.

10. Environmental Mitigation for the Interstate 10 (I-10)/Tippecanoe Phase 1 Interchange Project Pg. 129

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**

This item was reviewed and unanimously recommended for approved by the Major Projects Committee on March 15, 2012.

11. Memorandum of Understanding with CalMat Pg. 131

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

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on March 15, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved this item as to form.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

12. Right-of-Way Services for Devore Junction Goods Movement Project Pg. 144

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 amount 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**

This item was reviewed and unanimously recommended for approval 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.

13. Engineering Services for the Laurel Street Grade Separation Project Pg. 174

Approve Amendment No. 1 to Contract No. 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. **Paula Beauchamp**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on March 15, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the amendment as to form.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

14. Right-of-Way Appraisals and Acquisition for the Laurel Street Grade Separation Project Pg. 188

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). **Paula Beauchamp**

This item was reviewed and approved (12-0-1; Abstained: Gonzales) by the Major Projects Committee on March 15, 2012, and has been reviewed by SANBAG Legal Counsel. ROW Acquisition Agreements have been reviewed by SANBAG's On-Call ROW legal firm, Woodruff, Spradlin, & Smart as to form.

15. Right-of-Way Appraisals and Acquisitions for the Palm Avenue Grade Separation Project Pg. 213

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**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on March 15, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this item as to form.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

16. Devore Interchange Design-Build Cooperative Agreement Pg. 241

1. Approve Cooperative Agreement No. C12216 with Caltrans for the Interstate 15/Interstate 215 (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's Contracting and Procurement Policy 11000. **Paula Beauchamp**

This item was reviewed and unanimously recommended for approval 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 item as to form.

17. Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Improvement Project Contract Amendment Pg. 269

1. Approve Amendment No. 4 to Contract No. C08013 with AECOM Technical Services, Inc. for Engineering and Environmental Services on the 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 No. C08013, which exceeds the three (3) year maximum contract term for contracts as identified in SANBAG' Contracting and Procurement Policy 11000. **Paula Beauchamp**

This item was reviewed and unanimously recommended for approval (13-0-1; Abstained: Gonzales) 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.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

18. Interstate 10 (I-10) / Cherry Avenue Interchange Construction Pg. 284

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

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

This item was unanimously recommended for approval by the Major Projects Committee on March 15, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved these agreements as to form

19. Interstate 15 (I-15) La Mesa/Nisqualli Road Interchange Project Pg. 298

Approve Agreement No. C12225 between City of Victorville, Arcadis U.S. Inc. and the San Bernardino Associated Governments for the I-15 La Mesa/Nisqualli Road Interchange Project. **Michael Barnum**

This item was reviewed and unanimously recommended for approval by the Mountain Desert Policy Committee on March 16, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the agreement as to form.

20. I-15 La Mesa/Nisqualli Interchange Project Budget Pg. 308

1. Authorize the programming of $6,500,000 in Corridor Mobility Improvement Account (CMIA) funds and the un-programming of $6,500,000 in Capital Bond funds for the construction phase of the Interstate 15 (I-15) La Mesa/Nisqualli Interchange Project.

2. Approve an Amendment to the Fiscal Year 2011/2012 budget for Task No. 0888, I-15 La Mesa/Nisqualli Interchange Project, to replace $6,500,000 in Capital Bond funds with an equal amount of Corridor Mobility Improvement Account (CMIA) funds for a zero sum change in the overall 2011/2012 budget of $18,231,247 for Task No. 0888. **Michael Barnum**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on March 16, 2012. SANBAG Counsel and Contracts Manager have reviewed the substitution recommendation as to form.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

21. Approve Substitution of Subcontractor for Interstate 15 (I-15) La Mesa/Nisqualli Road Interchange Project Pg. 315

Approve subcontractor substitution pursuant to California Public Contract Code, Section 4107, and replace AVAR Construction Systems, Inc. with Schwager Davis, Inc. for Contract C12010 with Riverside Construction Company Inc. for the I-15 La Mesa/Nisqualli Road Interchange Project. **Michael Barnum**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on March 16, 2012.

22. Cooperative Agreement for Construction of Ranchero Road Interchange Pg. 321

Approve Construction Cooperative Agreement No. C12219 with the City of Hesperia for the Ranchero Road Interchange Project. **Duane A. Baker**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on March 16, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the agreements as to form.

Transit/Commuter Rail

23. Metrolink Express Train Continuation Pg. 338

Approve continuation of Metrolink Express and related Train Service on the San Bernardino Line. **Mitch Alderman**

This item was approved and unanimously recommended for approval by the Commuter Rail and Transit Committee on March 15, 2012.

Transportation Programs & Fund Administration

24. Local Stimulus Program Update Pg. 341

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

This item was reviewed by both the Major Projects Committee on March 15, 2012 and the Mountain/Desert Committee on March 16, 2012.

Notes/Actions:

Consent Calendar Continued....

Transportation Programs & Fund Administration (Cont.)

25. Yucca Loma Bridge Construction Funding Agreement between San Bernardino County Transportation Authority and Town of Apple Valley Pg. 347

Approve Construction Funding Agreement C12227 with the Town of Apple Valley (TOWN) and San Bernardino Associated Governments (AUTHORITY) for construction of the Yucca Loma Bridge. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on March 16, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the Agreement as to form.

26. Potential SANBAG Application for Caltrans Bicycle Transportation Account (BTA) Funds for Regional Non-Motorized Transportation Projects Pg. 370

1. Receive information and provide direction on potential SANBAG application(s) for Caltrans BTA funds for countywide non-motorized projects (a regional wayfinding system for cyclists and gap closure for bicycle facilities).

2. Authorize staff to include in the application(s) a future commitment of up to $350,000 in funds from a combination of the following funding sources: Measure I 1990-2010 Transportation Management and Environmental Enhancement (TMEE) funds, Transportation Enhancement (TE) funds, and/or Transportation Development Act (TDA) Article 3 funds to use as a match for the grant(s), or as supplemental funds to the grant, should SANBAG be successful in receiving the grant funds. **Ty Schuiling**

This item was unanimously recommended for approval by the Plans and Programs Committee on March 21, 2012.

27. Local Transportation Fund (LTF) Revised Apportionment for Fiscal Year 2011/2012 and Recommended Apportionment for Fiscal Year 2012/2013 Pg. 373

1. Maintain Fiscal Year 2011/2012 LTF Apportionment of $63,585,150 as approved on March 2, 2011.

2. Increase unrestricted fund balance from $5,000,000 to $7,250,000 as a reserve to minimize the impact of a decline in revenue or an unexpected financial need.

3. Approve an LTF Estimated Apportionment of $75,744,649 for Fiscal Year 2012/2013; including $65,949,951 in estimated receipts and $17,044,698 from the prior year audited unrestricted fund balance. **Mitch Alderman**

This item was unanimously recommended for approval by the Administrative Committee on February 15, 2012.

Notes/Actions:

DISCUSSION ITEMS

Regional and Quality of Life

28. Update on Freeway Service Patrol (FSP) Program and 2011 FSP Driver Recognition Awards Pg. 378

Receive information pertaining to the San Bernardino FSP Program, and the acknowledgement of the 2011 Top Driver and Drivers of Excellence Awards. **Duane A. Baker**

This item was reviewed by the Plans and Programs Committee on March 21, 2012.

Administrative Matters

29. General Counsel Employment Contract Pg. 382

Approve Employment Contract for SANBAG General Counsel. **Mayor Larry McCallon**

This item is scheduled for review by the Board of Directors on April 4, 2012 and has not had prior policy committee review.

Project Development

30. Award Construction Contract No. C12146 for Interstate 10 (I-10) Riverside Avenue Interchange Landscape Construction Pg. 383

1. Award Construction Contract No. C12146 to America West Inc. for I-10 Riverside Avenue Interchange Landscape Construction, the lowest responsive, responsible bidder, in the amount of $797,716.17.

2. Approve Allowances/Contingency for Contract No. C12146 on the I-10 Riverside Avenue Interchange Project in the amount of $204,850. **Michael Barnum**

Approval was given to take award of Contract No. C12146 directly to the SANBAG Board without prior Policy Committee approval on December 7, 2011. SANBAG Legal Counsel and Contracts Manager have reviewed and accepted this agreement as to form.

Notes/Actions:

Discussion Items Continued....

Project Development (Cont.)

31. Award Construction Contract No. C11184 for Hunts Lane Grade Separation Project Pg. 417

1. Award Construction Contract No. C11184 to Skanska USA Civil West for the Hunts Lane Grade Separation Project in the amount of $14,213,969.00.

2. Approve Allowances/Contingency for Contract No. C11184 on the Hunts Lane Grade Separation Project in the amount of $1,833,947.00. **Michael Barnum**

Approval was given to take the award of Contract No. C11184 directly to the SANBAG Board without prior Committee review at the May 2011 Board meeting. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this agreement as to form.

Transportation Programs & Fund Administration

32. 2012 Corridor Mobility Improvement Account (CMIA) Baseline Agreements Pg. 460

Approve the execution of CMIA Baseline Agreements as listed in Attachment 1 for the following nominated projects:

1. I-15 Ranchero Interchange Project, CMIA request of $21.1 million;

2. I-10 Tippecanoe Interchange Phase I Project, CMIA request of $10million;

3. I-215 (Bicounty) Newport Bridge Replacement Project, CMIA request of $3.4 million; and

4. I-10 Duncan Canyon Interchange Project, CMIA request of $12 million. **Ty Schuiling**

This item has not had Policy Committee review and will be presented to the Board of Directors on April 4, 2012.

Other Matters

33. Consent Calendar Items Pulled for Discussion

Items pulled from the consent calendar shall be taken under this item in the order they were presented on the calendar.

Notes/Actions:

Comments from Board Members

Brief Comments from Board of Directors

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships

South Coast Air Quality Management Report — Pg. 486
Mayor Dennis Yates

Mobile Source Air Pollution Reduction Review Committee — Pg. 488
Council Member Gwenn Norton-Perry

SCAG Committees — Pg. 491
SCAG Regional Council
SCAG Policy Committees
Community, Economic and Human Development
Energy and Environment
Transportation and Communications

SANBAG Policy Committees — Pg. 492
Acronym List — Pg. 498

Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

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. Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

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 SANBAG Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item when 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. The time limits established in "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

Important Dates to Remember...
April 2012

SANBAG Meetings – Scheduled:			
Administrative Committee	Apr. 11	9:00 a.m.	The Super Chief
Major Projects Committee	Apr. 12	9:00 a.m.	The Super Chief
Plans and Programs Committee	Apr. 18	12:00 noon	The Super Chief
Commuter Rail & Transit Committee	Apr. 19	12:00 noon	The Super Chief
Mountain/Desert Committee	Apr. 20	9:00 a.m.	Location: New Victor Valley Transit Authority, Hesperia

Other Meetings/Events:			
Dedication of the new VVTA Facility	Apr. 20	11:00 a.m.	Victor Valley Transit Authority New Facility, Hesperia
4th Annual Railroad Days	Apr. 21-22	Sat. 9 am – 5 pm Sun. 9 am – 3 pm	Santa Fe Depot, San Bernardino

For additional information, please call SANBAG at (909) 884-8276

CalenApr2012-jd

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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: April 4, 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:

Closed Session #1 – Conference with Legal Counsel – Existing Litigation

PARCEL	POTENTIAL CONFLICTS OF INTEREST
B-251	VAROUJAN HAKIMIAN, an individual
C-80	PATRICK C. HSU, an individual; WENSUNG HSU, an individual

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
6	C12221	Lucky's Two Way Radios *James A. Kay, Jr.*	N/A

*

Approved
Board of Directors

Date: *April 4, 2012*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

*Witnessed:*_____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	

Check all that apply.
BRD1204z-aa

Item No.	Contract No.	Principals & Agents	Subcontractors
7	C05006-07	CASE Systems, Inc. *Sebastian Gutierrez*	N/A
8	C12137	URS Corporations (URS) *Jeff Chapman, P.E.*	ICF Jones & Stokes Psomas Value Management Strategies, Inc. CNS Engineers, Inc. Epic Land Solutions, Inc.
11	MOU C12215	CalMat *Mike Linton*	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.
13	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
14	APN# 0160-241-11 0161-061-39 0160-242-32 0160-242-33 0160-242-34 0160-242-40 0160-151-17 0160-161-04 0161-061-37	CIP Investments LP Williams Furnace Company Atchison, Topeka & Santa Fe Railroad Company *Continued on next page*	None

14 (*Cont.*)	0161-061-38 0161-081-01 0161-081-12 0160-242-45 0160-242-46 0161-081-10 0161-091-11 0161-091-10 0161-091-13 0161-091-22 0161-091-21 0160-151-16 0160-242-23 0160-161-02	Marcus & Rosemary Aguirre Dept of Veteran's Affairs Ernesto & Ivelisse Alcala Francisco & Virginia Huape Carmen Rodriguez Sergio & Emelina Diaz Gregorio Morones 7 Dolphins Properties Burchco, LLC Rieder Enterprises, LLC San Bernardino Flood Control District	
15	0262-051-29 0266-021-43	CalMat Land Company Van Valkenburgh Investments LL/Beaverhead	None
17	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.
19	C12225	Arcadis-US, Inc. *Craig Halvorson*	Southstar Engineering & Consulting, Inc. Simon Wong Engineering BetKon, Inc. Twining, Inc. Mayer Surveying, Inc. Lynn Capouya, Inc. Meadows Consulting

Item No.	Contract No.	Principals & Agents	Subcontractors
21	C12010	Riverside Construction Company *Donald M. Pim*	Surina Construction Cal-Stripe Coral Construction Schwager Davis, Inc. Foundation Pile Diversidified Landscape, Inc. Alcorn Fence Company Integrity Rebar Placers L. Johnson Construction, Inc. Anderson Drilling Lincoln Park Hardy & Harper
30	C12146	America West Inc. *Duane Groen*	None
31	C11184	Skanska USA Civil West *Tim Wilson*	Ayala Boring, Inc. MSL Electric, Inc. ACE Fence Compnay Marina Landscape, Inc. Tipco Engineering. Empire Steel, Inc. Statewide Safety & Signs. Municon Consultants. Anderson Drilling

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.

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X	X									
Brad Mitzelfelt Board of Supervisors	X	X										
Janice Rutherford Board of Supervisors	X	X	X									
Josie Gonzales Board of Supervisors	X	X										
Neil Derry Board of Supervisors	Self-Suspension as of 5/3/2011	X	X									
Cari Thomas City of Adelanto	X	X	X									
Rick Roelle Town of Apple Valley	*	X	X / *									
Julie McIntyre City of Barstow	X	X	X									
Bill Jahn City of Big Bear Lake	X	X	X									
Dennis Yates City of Chino	X	X	X									
Ed Graham City of Chino Hills	X	X	X									
Sarah Zamora City of Colton	X	*	X									
Michael Tahan City of Fontana	X	X										
Walt Stanckiewitz City of Grand Terrace	X	X	X									
Mike Leonard City of Hesperia	X	X	X									

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

brdatt12

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Larry McCallon City of Highland	X	X	X									
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X									
Paul Eaton City of Montclair	X	X	X									
Edward Paget City of Needles	X	X	X									
Alan Wapner City of Ontario	X	X	X / *									
L. Dennis Michael City of Rancho Cucamonga	X	X	X									
Pete Aguilar City of Redlands	X	X	X									
Ed Scott City of Rialto	X	X	X									
Patrick Morris City of San Bernardino	X	X	X									
Jim Harris City of Twentynine Palms	X	X	X									
Ray Musser City of Upland	X	X	X									
Ryan McEachron City of Victorville	X	X										
Dick Riddell City of Yucaipa	X	X	X									
George Huntington Town of Yucca Valley	X	X	X									
Ray Wolfe Ex-Official Member	X	X	X									

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

brdatt12

BOARD OF DIRECTORS ATTENDANCE RECORD - 2011

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Special Nov 10 Mtg.	Special Nov 16 Mtg.	Dec
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Paul Eaton City of Montclair	X	X	X	X		X	X	X			X	X	X	X
Edward Paget City of Needles	X	X	X	X	X	X	X	X	X	X	X		X	X
Alan Wapner City of Ontario	X	X	X	X	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	X	X	X		X	X
Jon Harrison City of Redlands	X	*	X	X	X	*								
Pete Aguilar City of Redlands							X	X	X	X	X	X	X	X
Ed Scott City of Rialto	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
Jim Harris City of Twentynine Palms	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	*	X	X
Ryan McEachron City of Victorville	X	X	X	X	X	X	X	X	X	X	X		X	X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X	X	X
George Huntington Town of Yucca Valley	X	X	X	X	X	*	X	X	X	X	X		X	
Ray Wolfe Ex-Official Member	X	X	Basem Muallem	Basem Muallem	X	X	X	Basem Muallem	X	Basem Muallem	X			Basem Muallem

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brdatt11

BOARD OF DIRECTORS ATTENDANCE RECORD - 2011

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Special Nov 10 Mtg.	Special Nov 16 Mtg.	Dec
Gary Ovitt Board of Supervisors	X		X	X		X	X	X	X					X
Brad Mitzelfelt Board of Supervisors	X	X	X	X	X	X	X	X		X	X		X	X
Janice Rutherford Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X			X
Josie Gonzales Board of Supervisors	X		X	X	X		X	X		X	X	X		X
Neil Derry Board of Supervisors	X	X	X	X	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011
Cari Thomas City of Adelanto	X	X	X	X	X	X		X	X	X	X			X
Rick Roelle Town of Apple Valley	X	X	X	X	X	X	X	X	X	*	X		X	X
Julie McIntyre City of Barstow	X	X	X			X		X	X		X		X	X
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X		X	X	X		X	X
Dennis Yates City of Chino	X	X	X	X	X	X	X	X	X	X	X		X	X
Ed Graham City of Chino Hills	X	X	X	X	X	X	*	X	X	X	X	X	X	
David Zamora City of Colton	X	X	X	X	X	X	X	*						
Sarah Zamora City of Colton									X	X	X			X
John Roberts City of Fontana	X													
Michael Tahan City of Fontana		*	*	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	X	X
Mike Leonard City of Hesperia	X		X	X	X	X	X	X	*	*	X	X	X	
Larry McCallon City of Highland	X	X	X	X	X	X	X	X	X	X	X	X	X	X

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

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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: 3

Date: April 4, 2012

Subject: February 2012 Procurement Report

Recommendation:* Receive February 2012 Procurement Report.

Background: The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997 and approved the last revision on October 6, 2010. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of $50,000. All procurements for supplies and services approved by the Executive Director, or designee, in excess of $5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of $5,000 to be reported to the Board of Directors for the month of February 2012.

Financial Impact: This item imposes no impact on the fiscal year 2011/2012 budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was received by the Administrative Committee on March 14, 2012.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1204a-ws
ISF12

February 2012 Report of Purchase Orders

PO No.	PO Issue Date	Vendor	Purpose	$ Amount
4000740	2/4/12	Accountemps, Inc.	Provide temporary accounting services. Initial PO was $16,152, and revised total to $25,000.	$25,000.00
4000782	2/9/12	Xorail, Inc.	SCRRA (Southern California Regional Rail Authority) is required to plan check our documents because the work is on SCRRA's signal system. Xorail is SCRRA's consultant that does the review. To expedite the billing process, SANBAG issued a purchase order directly with Xorail, Inc., instead of SCRRA.	$49,909.20
4000787	2/10/12	TH Enterprises Inc.	Purchase 10 HP Computer workstations, including setup and installation, sales tax, and shipping. The price includes Consultant's cost plus 10%.	$15,449.92
4000791	2/27/11	Best, Best & Krieger (BBK)	As a result of BBK's demonstrated experience on various SANBAG projects, and the significant time constraint, BBK was called to review 28 appraisals for the Lenwood Grade Separation Project.	$8,000.00
Note: Sole Source justification is noted in the Purpose statement, if applicable.			**Total**	**$98,359.12**

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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: April 4, 2012

Subject: Ontario International Airport

Recommendation:* Adopt Resolution R12-009 supporting the transfer of Ontario International Airport (ONT) to local control.

Background: Ontario International Airport (ONT) has been under control of the Los Angeles World Airports (LAWA) since 1967. LAWA is a branch of the City of Los Angeles and is governed by a seven-member board appointed by the Mayor of Los Angeles and approved by the City Council. Because much of the annual activity at ONT during the 1960s was accommodating diverted airplanes from LAX during periods of inclement weather, the Cities of Ontario and Los Angeles believed it would be in the best interests of the Southern California region for LAWA to take responsibility for operating ONT. In addition, Los Angeles was expected to bring more air service to ONT, thereby attracting businesses and creating jobs. In 1967, these discussions resulted in a Joint Powers Agreement (JPA) between the City of Los Angeles and the City of Ontario. Because these two airports coordinated so much, it made economic and organizational sense to place them under control of the same Board.

ONT experienced significant growth from the late 1970s until the mid-2000s, but passenger volumes at the airport have declined by 37% and departures by 56% since 2007. Comparable Southern California airports and other medium hub airports nationwide have not experienced similar declines. Southwest Airlines is

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

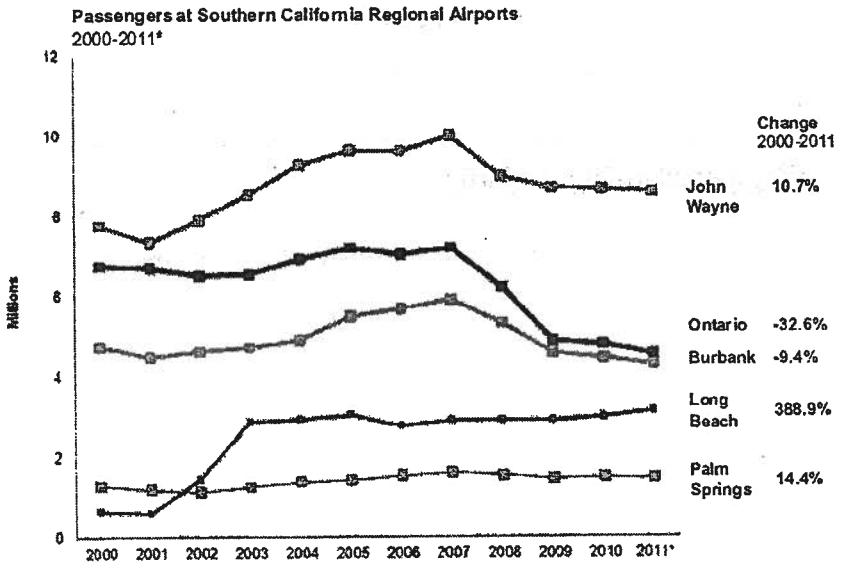
In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1204a-ty
Attachments: RES12009

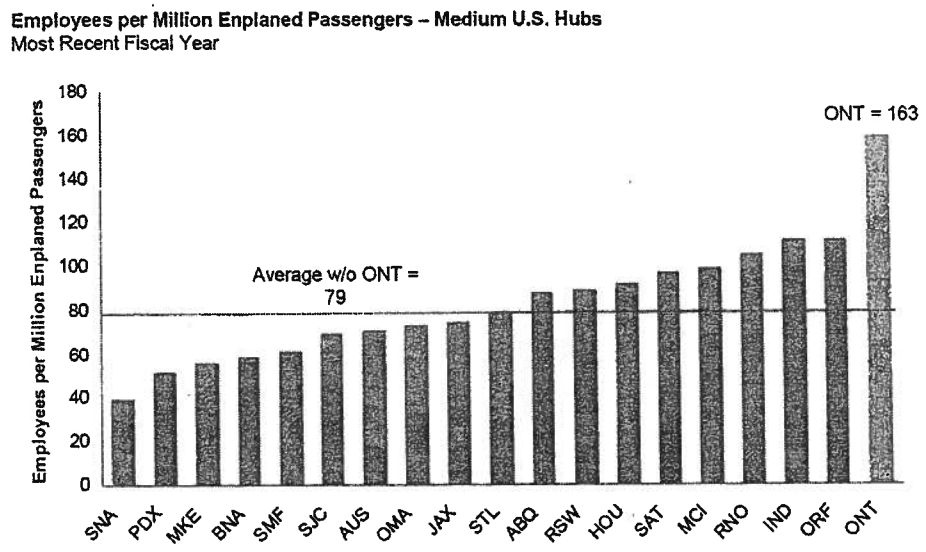
now the only low-cost carrier serving ONT. LAWA has cut ONT's marketing resources by an estimated 85% since 2007 as well.



Costs to airlines at ONT have been significantly higher than other secondary airports in Southern California and among the highest-cost medium hub airports in U.S., contributing to the downturn in passenger service and ridership the airport has recently experienced. Airport costs are typically measured in terms of the Cost per Enplaned Passenger (CPE), which represents the sum of the charges paid by the airlines to an airport, divided by the number of passengers departing from that airport. While the U.S. median CPE was most recently reported at $6.76 in 2008, ONT's CPE estimate for 2010 according to LAWA was $14.50, more than twice the national median and significantly higher than at LAX. Operations and maintenance costs are also high at ONT compared to other airports. Airlines have difficulty charging higher fares at ONT to compensate for the higher airport costs because in a region with competing airports, travelers are often not willing to pay higher airfares to fly from ONT than other nearby airports. Low-cost carriers especially have little ability to increase their fares, which is why JetBlue and other low-cost airlines have eliminated flights to and from ONT. According to several reports, if the Ontario Airport had had a competitive CPE, the airport could have retained air service that was lost between 2008 and 2011.

The City of Ontario examined potential causes of increasing costs in its 2010 Recovery Plan for the Ontario Airport. This study found that ONT has relatively low debt when compared with similar-sized airports, and has higher non-airline revenues (from rental car fees, parking, and food and retail sales).

These revenues would normally lower the fees that airlines must pay, yet ONT's costs are so high that they have caused air service to decline during a period while comparable airports saw growth. A primary cause of high costs at ONT is the airport's large workforce combined with higher compensation levels compared to other medium-size airports. In addition, ONT pays LAWA an administrative fee of 15% of its operating expenses.



These declines have had a significant impact on this area's economy: a decline in the airport's positive economic impact from $1.3 billion in 2007 to $849 million in 2011, and the loss of an estimated 9,000 mostly well-paid jobs over that period. Consequently, even Los Angeles-based organizations such as the Los Angeles Economic Development Corporation (LAEDC), as well as the Southern California Association of Governments and the Western Riverside Council of Governments have enacted resolutions that call for a return of ONT to local control to enable it to operate in a manner similar to Burbank, Orange County, Long Beach, and Palm Springs. A draft resolution is attached.

Financial Impact: This item is consistent with the approved SANBAG Fiscal Year 2011-2012 Budget, Task 0110.

Reviewed By: This item was unanimously recommended for approval by the Plans and Programs Policy Committee on March 21, 2012.

Responsible Staff: Ty Schuiling, Interim Executive Director

BRD1204a-ty
Attachments: RES12009

RESOLUTION NO. RES 12-009

A RESOLUTION OF SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG) IN SUPPORT OF THE TRANSFER OF ONTARIO INTERNATIONAL AIRPORT TO LOCAL CONTROL

WHEREAS, local control of airports in Southern California has been shown to be conducive to development of successful regional airports because the airport sponsor has a vested interest in the airport making the greatest contribution to its economy; and

WHEREAS, local control of ONT will help ensure that all of Southern California will have sufficient airport capacity to meet the long-term demand for air travel in the region; and

WHEREAS, on January 7, 2011, the Los Angeles Economic Development Corporation called on Los Angeles World Airports (LAWA) to shift control of ONT – as well as the responsibility and risk that comes with that control – to another entity so LAWA can focus more of its energy on modernizing Los Angeles International Airport; and

WHEREAS, on November 29, 2010, the Alliance for a Regional Solution to Airport Congestion (ARSAC) urged the Los Angeles Board of Airport Commissioners to transfer ONT airport management decisions to the local Ontario area in pursuit of a regional airport system that can better address ONT patronage decline and regional service demands; and

WHEREAS, on September 2, 2010, the Southern California Association of Governments (SCAG) Regional Council enacted a resolution recommending the transfer of ONT to local control as being in the best interests of Los Angeles and the Southern California region. SCAG further stated that under local control, ONT can recover from the economic downturn of the past several years while positioning itself for long-term growth, consistent with the reorganization of air traffic contemplated in SCAG's Regional Transportation Plan; and

WHEREAS, after transfer to local control, ONT can operate on the same basis as airports in Burbank, Orange County, Long Beach and Palm Springs - as low-cost secondary airports under local control; and

NOW, THEREFORE, BE IT RESOLVED, that SANBAG does hereby support the transfer of ONT to local control in furtherance of airport regionalization and the region's economy.

BE IT FURTHER RESOLVED, SANBAG requests the cities of Los Angeles and Ontario commit the necessary resources and effort to affect the transfer of ONT to local control at the earliest possible date, and the Clerk of the Board shall communicate this action of SANBAG to the Mayors of Los Angeles and Ontario, the Administrator of the Federal Aviation Administration, and state and federal elected representatives.

*

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

_____

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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: 5

Date: April 4, 2012

Subject: Annual Determination of Local Government Conformance to the Congestion Management Program (CMP)

Recommendation:* Approve annual determination of conformance with the CMP for local governments within San Bernardino County pursuant to California Government Code Section 65089.3.

Background: Government Code Section 65089.3 requires Congestion Management Agencies to monitor implementation of all elements of the congestion management program. Annually, the agency shall determine if the county and the cities are conforming to the CMP, including, but not limited to, the following:

(1) Consistency with levels of service and performance standards, except as provided in subdivisions (b) and (c) of the government code.

(2) Adoption and implementation of a program to analyze the impacts of land use decisions, including the estimate of the costs associated with mitigating these impacts.

All jurisdictions are in conformance with the CMP Monitoring and the traffic impact analysis requirements of the CMP, consistent with paragraph (1) above.

Local jurisdictions meet the CMP requirements identified in paragraph (2) above in two ways. First, in November 2005, the Board of Directors amended the CMP to require local jurisdictions in the urbanized portions of the San Bernardino and

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA		SAFE		CMA	X

Check all that apply.

BRD1204a-jmw

the Victor Valley to implement a development mitigation program that generates the minimum fair share development mitigation requirements identified in the Nexus Study (Appendix K of the CMP) as a means of complying with the land use-transportation program of the CMP. Second, jurisdictions outside of the urbanized portions of the San Bernardino and Victor Valleys meet this requirement by preparing Traffic Impact Analysis reports in accordance with the requirements contained in Chapter 4 and Appendix C of the CMP. All jurisdictions are currently complying with the land use-transportation component of the CMP identified in paragraph (2) above.

Financial Impact: This item is consistent with the adopted Fiscal Year 2011-2012 budget, Task 0203. Funds derived through local development mitigation programs are essential elements of the funding estimates contained in the Expenditure Plan for Measure I 2010-2040.

Reviewed By: This item was received by the Plans and Programs Committee on March 21, 2012.

Responsible Staff: Ty Schuiling, Interim Executive Director

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
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Minute Action

AGENDA ITEM: 6

Date: April 4, 2012

Subject: Lease of frequencies and repeaters for Freeway Service Patrol (FSP) digital radio communications

Recommendation:* Approve Contract No. C12221 between SANBAG and Lucky's Two-Way Radios in an amount not-to-exceed $20,000 for lease of frequencies and repeaters for FSP digital radio communications.

Background: The Freeway Service Patrol (FSP) Program consists of a fleet of tow trucks that travel on selected San Bernardino County freeways during peak commute hours to assist motorists with car trouble. The stretch of highway that the fleet roams up and down is referred to as a "Beat". FSP programs are extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition, reducing traffic congestion, as well as decreasing fuel consumption, vehicular emissions and secondary incidents. San Bernardino began its program in January 2006 and now has eight separate Beats in operation with an average of 35,000 assists per year.

The FSP program relies heavily on the use of the radio system to transmit communications with the California Highway Patrol (CHP) and CHP dispatch center. The current FSP radio system runs in analog radio. Since inception of the program, SANBAG has leased frequencies from the County of San Bernardino Information Services Department (SBCOISD). Over the years, the analog system has been challenging in getting coverage for our FSP Beat areas. Part of this is the

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD 1204b-jh
Attachment: C12221

quality of analog radio and the sites from which we have our frequency transmitting. Signal strength is declining and a search for better coverage was needed due to the nature of the program which focuses on motorist safety.

For the past few years, SANBAG has looked into various options for better coverage for the FSP program. SANBAG staff and CHP Officers evaluated two different providers of digital radio frequencies. Acquiring digital radio has been the goal for the past few years which came with specific needs. The companies evaluated were: Bearcom and Fisher Wireless, Staff also looked into the San Bernardino County digital radio system but found that it would be far too costly in comparison to leasing the frequency from a private company. Staff also looked into purchasing their own frequency which also turned out to be very costly. After coordinating an evaluation of the signal strength, coverage, and reliability of their systems, we have finally found a company that will give us the tools and coverage needed. The company is Lucky's Two-Way Radios of Van Nuys, and they are granting the FSP Program exclusivity to prevent "busy-outs". "Busy out" would give our CHP Officers and FSP drivers a busy tone or signal in a time of crisis when all lines would be busy. No other company was able to provide this exclusivity which was crucial for the CHP Officers. After thorough testing by the FSP CHP Officer's, they feel this system is the best and has the coverage needed.

All sixteen FSP tow trucks and seven back-up tow trucks will be outfitted in new digital radio equipment. The quality of digital radio will bring more secure and safer communications between FSP Drivers and our CHP Officer's; therefore, creating a better, effective and safer program.

Financial Impact: Funds for this contract were included in the Fiscal year (FY) 2011/2012 Budget and will be funded 80% State FSP funding and 20% 1990 Valley TMEE Funds. Future funding to reimburse the Contract in subsequent FY's will be included in those respective budgets.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on March 21, 2012. This item has been reviewed by legal counsel and the SANBAG Contracts Manager.

Responsible Staff: Duane A. Baker, Director of Management Services

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12221 Amendment No. _____

By and Between

Lucky's Two-Way Radios and San Bernardino Associated Governments

Contract Description Lease Agreement for FSP digital radio frequencies.

Board of Director's Meeting Date: 4/4/12
Overview of BOD Action:

Is this a Sole-Source procurement? ☒ **Yes** ☐ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	$15,048	**Original Contingency Amount**	$	4,952
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	15,048	**TOTAL CONTINGENCY VALUE**	$	4,952
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	20,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
5/1/2012	5/31/2015	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 70412000.
☐ 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:*
80% of funds for task 70412000 come from State FSP funding and the remaining 20% comes from 1990 Valley TMEE funds.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

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

3/12/12 mm

3-12-12 — Task Manager Signature — Date

3/12/12 — Project Manager Signature — Date

3/12/12 — Chief Financial Officer Signature — Date

3/15/12 — Contracts Manager Signature — Date

C12221

LUCKY'S TWO-WAY RADIOS
P.O. Box 7835
Van Nuys, CA 91409
(818) 894-3566

No. C12221

Lease Agreement

This lease Agreement ("Agreement") is made this _____day of _____, 20____, by and between Lucky's Two-Way Radios, Van Nuys, CA 91409, hereinafter referred to as "Lessor", and San Bernardino Associated Governments hereinafter referred to as "Lessee".

1. For and in consideration of the covenants and conditions herein contained, Lessor hereby leases to Lessee, and Lessee does hereby rent and hire from Lessor, the use of Lessor's mobile relay station equipment located at **Sunset Peak, Santiago Peak, and Sansivine Peak** in California ("Premises"). The mobile relay station equipment as defined within this Agreement consists of each site, it's frequencies, its repeaters, wiring, and any other parts related to each site. Lessor agrees to make the use of the mobile relay station equipment available to the Lessee on a, shared basis for the full term of this Agreement. The Lessee agrees and understands that the Lessor will not be in any way responsible for downtime on the mobile relay station due to mechanical or electrical failure which includes an act of nature (wind, falling tower, lightning, earthquake, fire, etc.). Lessor agrees to repair the mobile relay station in a reasonable time according to the failure. The parties agree that in every instance "reasonable time" means 24 hours with the exception of an unusual circumstance such as an area wide catastrophic event at which time the parties shall discuss timing of repair.

2. In the trunking system, Lessee shall have the highest queue of any user of the mobile relay station so that, in any situation, Lessee shall have priority access at all times. Trunking repeaters will be set up so that one repeater shall be dedicated to Lessee traffic at each site to avoid or prevent a "busy-out" situation. For the purposes of this agreement, the term "busy-out" is defined as a situation where a catastrophic event or any other event occurs that causes all radio channels to become extremely busy, and a busy signal is reached. Due to the fact that this agreement shall be used by law enforcement (California Highway Patrol) for a safety program (Freeway Service Patrol), it is essential that the Lessee not reach a "busy-out" signal.

3. Lessee shall pay to Lessor the sum of _____$5,016.00_____ per year, payable in ____12____ installments of _____$418.00_____ each, payable in advance commencing with the second month's use. Invoice must arrive by the first of the prior month for payment to be turned around with 45 days or the 15th of the succeeding month. The not-to-exceed amount of this contract is $20,000.00 over a three year term which includes a $4,952.00 contingency to be used by the Lessor only with written permission by the Lessee. Exhibit "B" is incorporated into this Agreement and details payment schedule breakdown. Lessee shall pay to the Lessor the sum of _____$836.00_____ concurrently with the execution of this lease as payment for the first and last month's rent. On the 45th day after payment is due the Lessee will be delinquent, and service will be disconnected. A $20 reconnection fee will be charged. Because law enforcement is involved in use of Lessor's frequencies, prior to service being disconnected and $20 reconnection fee being assessed, Lessor shall notify Lessee within five business days in writing about the delinquency and allow an additional 10-15 business days for payment turnaround.

4. The rental rate specif1ed in paragraph 3 will cover Lessee's use of Lessor's mobile relay station in association _____19_____ units and ___1___ control stations. An additional fee will be charged for any additional radios. Frequency (s) authorized are:

_____Santiago_____ with sub-audible tone of _____ only.

_____Sunset_____ with sub-audible tone of _____ only.

_____Sansivine_____ with sub-audible tone of _____ only.

5. The term of this Agreement shall be through May 30 2015, unless earlier terminated in accordance with this Agreement. The term shall commence on the date of the installation of Lessee's radio system.

6. Lessee shall submit monthly checks made payable to LUCKY'S TWO-WAY RADIOS, P.O. Box 7835, Van Nuys, CA 91409.

7. Notwithstanding the provisions of preceding paragraph 5, this lease shall terminate upon Lessor's being prevented by the action of the Federal, State, County, or Municipal governments or any other authority from continuing to use the premises in the same manner and for the same purposes for which they are to be used by Lessee pursuant to this Agreement. Lessor shall, within 60 days of such termination, notify and refund to Lessee the prorated amount of monthly fees identified herein for the time period affected by such termination. Either party may, in its own discretion terminate this Agreement by giving sixty (60) days prior written notice to the other.

8. The Lessee will be solely responsible for the proper and legal use of all radio equipment at all times. Lessee will comply with all FCC rules and regulations. Lessor shall maintain the mobile relay station equipment at all times in good condition and repair, and in accordance with all federal and state laws, rules, and regulations.

9. Indemnity- Lessee agrees to indemnify, defend, and hold harmless the Lessor and its authorized officers, employees, and agents for any damage caused by the Lessee's use of the Premises during the term of this Agreement, except to the extent any such damages or expenses suffered by the Lessor are the result of the Lessor's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Lessor and/or where the Lessee is found to have no liability by reason of any immunity arising by or from statute or common law in connection with the fulfillment of Lessee's constitutional and statutory public responsibilities, where such indemnification and/or defense is prohibited by law. The Lessor is not responsible for any loss of business or money due to downtime on the mobile relay station. The Lessor will credit the Lessee on a prorated basis for downtime on the mobile relay station only when downtime exceeds 24 hours. Lessee shall notify the Lessor within two hours of its knowledge of such failure.

   Lessor shall defend, indemnify and hold harmless Lessee and its officers, employees, contractors, and agents for any damages or expenses, other than loss of business, arising out of injury to persons or property to the extent cause by the sole negligence or wrongful acts of Lessor, its employees, agents, or contractors.

10. The distance at which usable radio signals may be transmitted and received by the radio equipment and or mobile relay station herein under shall be as set forth in Exhibit "A" attached hereto and incorporated herein by

reference. Lessee is hereby notified that all radio systems are subject to degradation of service from natural and man-made phenomena such as interference, intermodulation, co-channel interference, power lines, ignition noise and interference from users of the same or adjacent radio frequencies. The Lessor is not responsible for interference due to any of the above or other causes, however will make every effort to resolve the interference, including relocation to another frequency.

11. Lessee will not furnish communication service for hire or render the service to others by use of these frequencies. The foregoing shall not limit Lessee's ability to make the frequencies available for use by contractors of Lessee in the provision of Freeway Service Patrol Services.

12. If Lessee does not make payments stated in paragraph 3 of this Agreement or if Lessee is otherwise in default or in violation of this Agreement and fails to correct such default or violation upon notice by Lessor, Lessor may declare entire unpaid balance immediately due and payable.In the event suit is brought against the Lessee by reason of a default or violation on the part of the Lessee, Lessee hereby promises to pay the Lessor court costs and reasonable attorney's fees.

13. All notices and demands required, or permitted to be given or made hereunder, shall by in writing and shall be deemed duly given upon actual delivery, if delievery is by hand; or upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile (or e-mail); or five days following receipt of delivery. Each notice to be sent at the address indicated below or to any othe address or person that the respective party may later designate by written notice delivered pursuant hereto:

Lessee:
San Bernardino Associated Governments
1170 W. 3rd Street
San Bernardino CA 92410
Attn: FSP Program Manager
Phone: (909) 884-8276
Fax: (909) 885-4407

Lessor:
Lucky's Two-Way Radios
P.O. Box 7835
Van Nuys, CA 91409
Attn: James A. Kay, Jr.
Phone: (818) 997-7700
Fax: (818) 997-3190

14. This Agreement shall be governed by the laws of the State of California and constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, and preliminary understanding. This Agreement may be amended by the parties as they shall mutually agree in writing. Lessee may not assign this Agreement except with the prior written approval of Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

LUCKY'S TWO-WAY RADIOS

By_____

Title: _____

Date: _____

Lessor

San Bernardino Associated Governments

By_____
Larry McCallon

Title: President

Date: April 4, 2012

Lessee

Approved as to Legal Form:

By: _____

Penny Alexander-Kelley

SANBAG Counsel

By: _____

Kathleen Murphy-Perez

SANBAG Contracts Manager

EXHIBIT A

DISTANCES AT WHICH USABLE SIGNALS SHALL BE TRANSMITTED AND RECEIVED BY THE RADIO EQUIPMENT AND/OR MOBILE RELAY STATION

At minimum, the following highway segments and **a 2mile radius** around the length of these segments shall be covered.

San Bernardino: (each segment in both directions)

SBBeat #1 – I-10 from Indian Hill (Los Angeles County line) to Haven Avenue

SBBeat #2 – I-10 from Haven Avenue to Sierra Avenue

SBBeat #3 – I-10 from Sierra Avenue to Waterman Avenue

SBBeat #4 – SR-60 from Reservoir Street (Los Angeles County line) to Milliken Avenue

SBBeat #5 – I-15 from Jurupa Street (Riverside County Line) to Summit Avenue

SBBeat #6 –I-215 from Center Street (Riverside County line) to 2nd Street

SBBeat #7 – I-215 from 2nd Street to Palm/Kendall Avenue

SBBeat #8 – I-10 from Waterman Avenue to University Avenue

SR- 210 from LA County Line to the I-10 Freeway

I-15 from Summit Avenue to Nisqualli Road in Victorville

I-215 from Palm/Kendall Avenue to I-15/I-215 interchange

I-10 from University Avenue to Riverside County Line.

Riverside: (each segment in both directions)

RVBeat #1 – SR-91 from Orange County line to Lincoln Ave.

RVBeat #2 – SR-91 from Lincoln Ave. to Magnolia Ave.

RVBeat #4 – SR-91 from Magnolia Ave. to 60/91/215

RVBeat #7 – SR-60 from Milliken St. to Main St.

RVBeat #8 – SR-60/215 Interchange to Theodore St.

RVBeat #18 – I-215 from Riverside County line to Alessandro

RVBeat #19 – I-215 from Alessandro to SR-74/4th St.

RVBeat #25 – I-15 from Hidden Valley Pkwy. to SR-60/I-15 Interchange

RVBeat #26 – I-15 from Hidden Valley Pkwy. to Temescal Canyon Rd.

EXHIBIT B

Payment Schedule

Payment C12221

Overview of Contract 12221 with Lucky's Two-Way Radios for FSP digital radio frequencies

Contract Term: May 1, 2012 - May 3, 2015

Fiscal Year	Number of months	Monthly rate	# of units	Cost	Total cost
FY 11/12	2	$22.00	19	$836.00	$836.00
Fy 12/13	12	$22.00	19	$5,016.00	$5,016.00
FY 13/14	12	$22.00	19	$5,016.00	$5,016.00
FY 14/15	10	$22.00	19	$4,180.00	$4,180.00
Contingency				$4,952.00	$4,952.00
TOTAL	**36**	**$22.00**	**19**	**$20,000.00**	**$20,000.00**

SANBAG shall pay first and last months payment at commencement of contract per the contract.

Compensation is based on a per month/per mobile unit radio rate of $22.00.

Contract not to exceed $20,000.00

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: 7

Date: April 4, 2012

Subject: Receive information regarding Joint Procurement for Call Box Maintenance Services, and approve Amendment No. 7 to Contract No. 05006 with CASE Systems, Inc., (CASE) for the extension of Call Box Maintenance Services

Recommendation:* 1. Receive information regarding joint procurement for call box maintenance services; and

2. Approve Amendment No. 7 to Contract No. 05006 requesting a ten-month extension through January 31, 2013 with CASE for call box maintenance services. Funds for this extension have been budgeted for Fiscal Year 2011/2012 and in the proposed Fiscal Year 2012/2013 budget as outlined in the Financial Impact Section.

Background: The San Bernardino Service Authority for Freeway Emergencies (SAFE) operates approximately 1,200 call boxes on freeways and highways throughout the County. Each call box is a battery-powered, solar-charged roadside terminal with a microprocessor and a built-in digital cellular telephone. The network has assisted more than 1.4 million callers since inception.

The last procurement process for a maintenance provider was conducted in the summer of 2004. A Request for Proposal (RFP) was released to upgrade the system from an analog to a digital cellular signal, to provide improvements anticipated to bring the system into compliance with the Americans with Disabilities Act, and to provide routine corrective and preventative maintenance.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed: 0* *Abstained: 0*

Witnessed: _____

COG		CTC		CTA		SAFE	X	CMA	

Check all that apply.
BRD1204a-kl.docx
Attachment:C05006-07

As a result of this RFP process, in November of 2004 Comarco Wireless Technologies (CWT) was selected as the call box maintenance provider. In June 2008, CWT sold its call box division to CASE Systems, Incorporated (CASE). After review and approval by the SAFE Board, the CWT contract was notated to CASE and CASE agreed to uphold all the same terms and conditions of the initial CWT contract. The initial term of the CASE contract was scheduled to end on June 30, 2011. In June 2011, the SANBAG Board approved a six-month extension of the CASE contract, ending December 31, 2011. Subsequently, an additional three-month extension was approved on November 2, 2011, taking the contract through March 31, 2012. Riverside County Transportation Commission (RCTC) is also currently in a contract with CASE for call box maintenance services with their contract ending on March 31, 2012, as well.

In order to maximize resources, RCTC and SANBAG decided to issue a joint RFP for call box maintenance service, with RCTC taking the lead. The procurement of call box maintenance services will be conducted by RCTC. RCTC plans to release a competitive-based call box maintenance RFP, and SANBAG staff will be part of the Evaluation Team as well. Currently, RCTC is waiting on some guidance from the State on some outstanding issues and, therefore, the RFP can't be completed. Staff has been advised that this process could take several months, with a suggestion to allow for ten months. Once all of the issues have been resolved, a joint RFP for call box maintenance services is planned to be released with RCTC taking the lead. Once a successful vendor is selected, Staff will return to the SANBAG Board of Directors for approval of a contract with a call box maintenance vendor.

Though there are several one-year options available to SANBAG, under the current Agreement, staff is requesting only an additional ten-month extension to the current CASE contract (05006), which will provide staff the required time needed to release a competitive based Request for Proposal (RFP) for Call Box Maintenance Services.

While the RFP is being procured, the ten-month extension of the CASE call box maintenance contract will allow for continued on-going maintenance of the San Bernardino Call Box Program.

Staff requests that the current CASE contract for ongoing maintenance services be extended until January 31, 2013. The ten-month extension to the contract will not increase the current budget as there are unexpended funds from the current contract in the approximate amount of $500,000.

Financial Impact: This item is consistent with the 2011/2012 adopted budget under Task 0702. Funding for the 2012/2013 portion of this contract has been addressed in the proposed budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on March 21, 2012. This item has been reviewed, as to form, by the Contracts Manager and SANBAG Legal Counsel.

Responsible Staff: Duane A. Baker, Director of Management Services

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 05006 Amendment No. 07

By and Between

CASE Systems, Inc. and San Bernardino Associated Governments

Contract Description Extension of Agreement for call box maintenance services

Board of Director's Meeting Date: 4/4/12
Overview of BOD Action:

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	5,785,129	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$	2,884,076	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	0	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	8,671,250	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
11/3/04	3/31/12	1/31/13

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Extension for services while RFP is drafted and sent out.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0702.
☐ 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 California Department of Motor Vehicles collects the annual $1 vehicle registration fee from vehicles registered in San Bernardino County for use in maintaining and operating the Call Box program.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

rcvd 3/12/12

Task Manager Signature	Date 3-12-12	Project Manager Signature	Date 3/12/12
Chief Financial Officer Signature	Date 3/12/12	Contracts Manager Signature	Date 3/15/12

C0500607

AMENDMENT NO. 7 TO

CONTRACT NO. 05-006

BY AND BETWEEN

SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

AND

CASE SYSTEMS INC.

FOR

CALL BOX MAINTENANCE AND INSTALLATION

THIS AMENDMENT NO. 7 is effective on the "Effective Date" defined herein, by and between the San Bernardino Service Authority For Freeway Emergencies ("SAFE") and Case Systems, Inc., ("CONTRACTOR").

RECITALS:

WHEREAS, "SAFE" and CONTRACTOR, entered into an Contract No. C05-006 effective November 3, 2004, as amended in Amendment No's 1 – 7 and:

WHEREAS, SAFE engaged CONTRACTOR to install, repair and maintain the motorist aid call box system on freeways and state highways within the boundaries of San Bernardino County and upgrade the system to a digital cellular signal; which agreement is hereinafter referred to as the "Agreement";

NOW THEREFORE, SAFE and CONTRACTOR agree to amend the Agreement as follows:

1. Amend Section I, Scope of Services, No. 2 shall be amended as follows:

   Term. Upon SAFE Board approval and unless earlier terminated as provided herein, the term of this Contract shall be from November 3, 2004 through January 31, 2013.

2. All other portions of this Agreement, which are not altered by this Amendment No. 7, shall remain in full force and effect and are incorporated herein by this reference.

3. The "Effective Date" is defined as the date SAFE executes this Amendment.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Agreement, and shall be effective on the date set forth above.

SAN BERNARDINO SAFE

By:_____
Larry McCallon, Board President

CASE SYSTEMS, INC.

By:_____
Sebastian Gutierrez, Chief Executive Officer

APPROVED AS TO FORM FOR SAFE:

By:_____
Penny Alexander-Kelley, SAFE Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez, Contracts Manager

C0500607

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: April 4, 2012

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

Recommendation:* Award Contract No. C12137 to URS Corporation (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.

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 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 SANBAG's vendor database. A five-member evaluation committee (Committee)

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1204b-ks
Attachment: C12137

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.

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. 0887. The funding source is MSI 2010-Valley Freeway Projects.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on March 15, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this item as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1204b-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

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: 9

Date: April 4, 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 California Department of Transportation (Caltrans) in December 2011. Caltrans is

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1204c-ks
Attachment: RFP 12214

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.

- 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. 0845. The funding source is MSI 1990-Valley Major Projects.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on March 15, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved this item as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1204c-ks
Attachment: 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

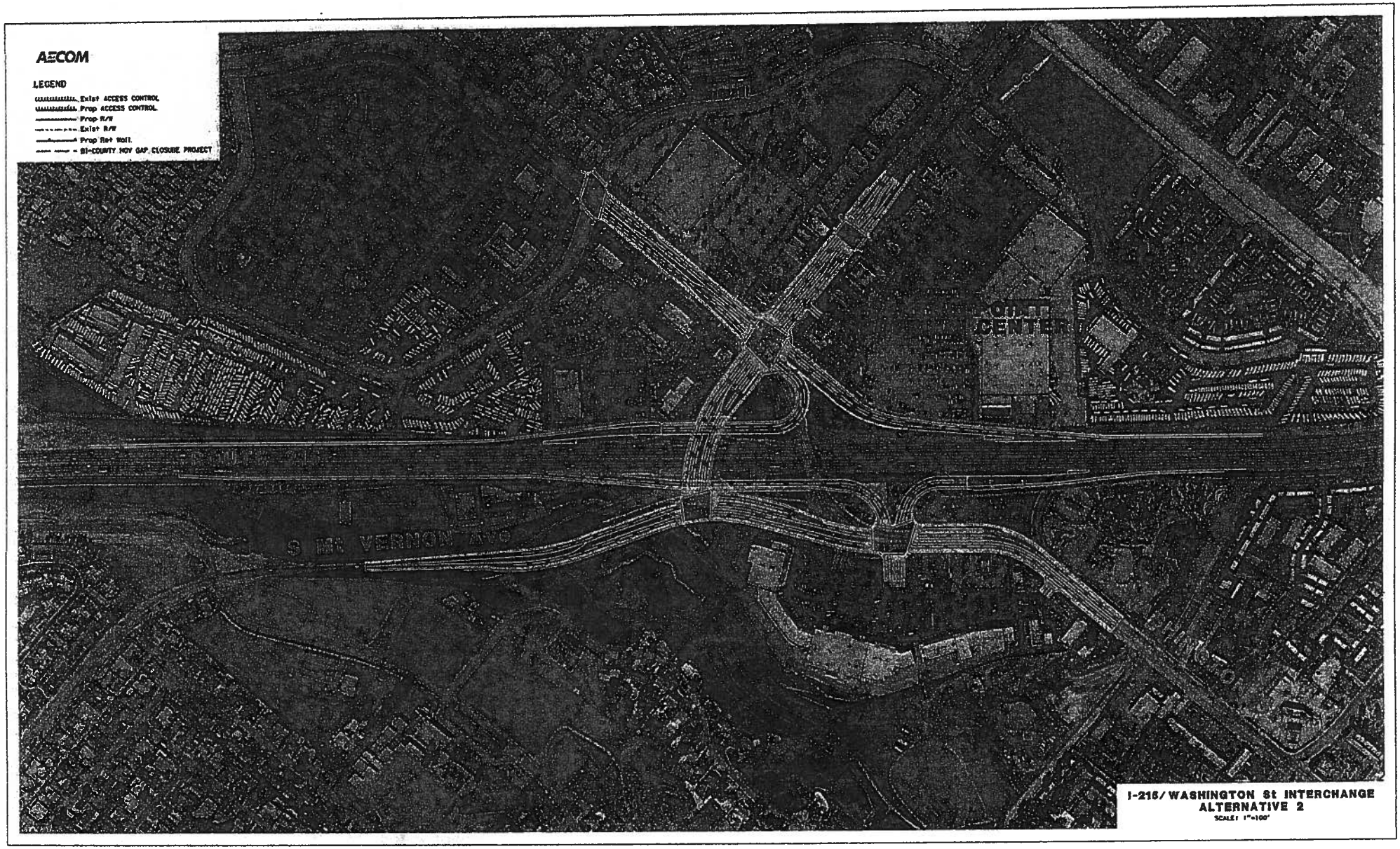
TASK 3.255 – FINAL DISTRICT PS&E

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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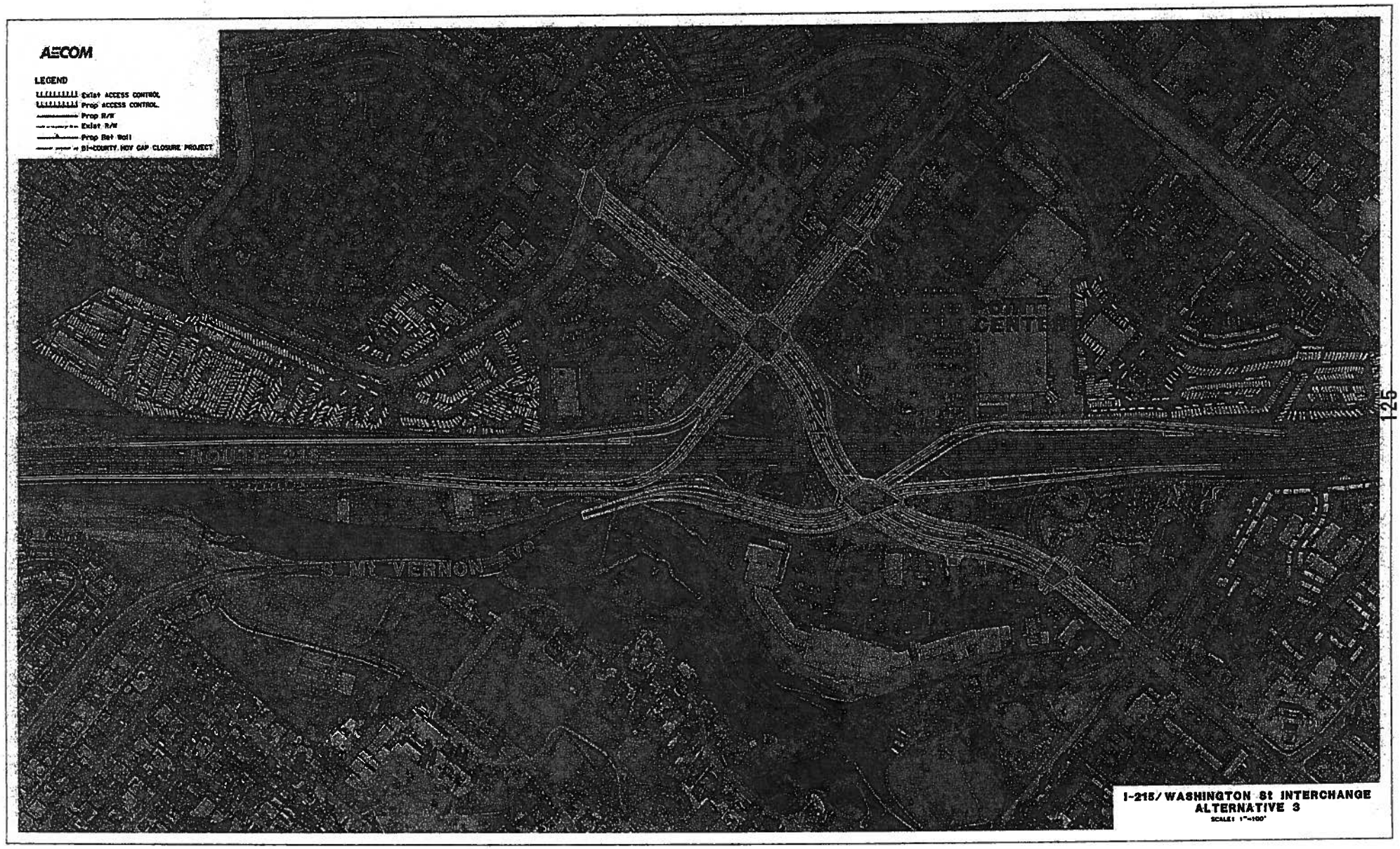
Exist R/W
Prop Ret Wall
BI-COUNTY HOV GAP CLOSURE PROJECT
COURT CENTER
S Mt VERNON AVE
I-215/ WASHINGTON St INTERCHANGE
ALTERNATIVE 2
SCALE: 1"=100'


AECOM
LEGEND
Exist ACCESS CONTROL
Prop ACCESS CONTROL
Prop R/W
Exist R/W
Prop Ret Wall
BI-COUNTY HOV GAP CLOSURE PROJECT
MT. VERNON AVE
I-215/ WASHINGTON St INTERCHANGE
ALTERNATIVE 3
SCALE: 1"=100'

ATTACHMENT B
PRICE FORM (Fixed Price)

RFP No. 12214

TASK NO.	TASK DESCRIPTION	LUMP SUM
2.100.05	Project Controls & Administration	
2.100.10	Project Management Plan	
2.100.15	Meetings	
2.100.20	Progress Payments	
2.100.25	Maintain Complete Project Files	
2.160.05	Update Project Information	
2.160.10	Traffic Forecasts/Modeling	
2.160.15	Geometric Plans for Project Alternatives	
2.160.20	Hydraulics/Hydrology Studies	
2.160.25	Storm Water Data Report (SWDR)	
2.160.30	Traffic Operational Analysis	
2.160.35	Traffic Study	
2.160.40	Right-of-Way Data Sheet	
2.160.45	Determine Utility Locations	
2.160.50	Geotechnical Information	
2.160.55	Structures Advance Planning Studies (APS)	
2.160.60	Structures Preliminary Geotechnical Report (SPGR)	
2.160.65	Draft Project Report	
2.160.70	Draft Project Report Circulation, Review & Approval	
2.165.05	Environmental Study Request (ESR)	
2.165.10	Community Impact Assessment (CIA)	
2.165.15	Visual Impact Assessment (VIA)	

2.165.20	Noise Impact Assessment (NIA)	
2.165.25	Noise Abatement Decision Report (NADR)	
2.165.30	Air Quality Analysis (AQA)	
2.165.35	Water Quality Assessment Report (WQAR)	
2.165.40	Energy Studies	
2.165.45	Relocation Impact Report (DRIR)	
2.165.50	Summary of Floodplain Encroachment Report	
2.165.55	Paleontological Identification/Evaluation Report (PIR/PER)	
2.165.60	Hazardous waste Initial Site Assessment (ISA)	
2.165.65	Aerially Deposited Lead (ADL)	
2.165.70	Asbestos and Lead Studies	
2.165.75	Jurisdictional Delineation	
2.165.80	Natural Environment Study (NES)	
2.165.85	Archaeological Survey	
2.165.90	Historical & Architectural Resource Studies	
2.165.95	Section 4(f) Evaluation	
2.165.100	Climate Change	
2.170.05	Resource Agency Permit Related Coordination	
2.170.10	Modified Access Report (MAR)	
2.175.05	Screen-Check Draft IS/EA	
2.175.10	Draft IS/EA	
2.175.15	Obtain Approval To Circulate	
2.175.20	Circulate Draft IS/EA	
2.175.25	Public Outreach Support & Public Meetings	
2.175.30	Prepare Response-to-Comments Matrix	

2.175.35	Select Preferred Project Alternative	
2.175.40	Environmental Document Quality Control	
2.180.05	Final Project Report	
2.180.10	Final Environmental Document	
2.180.15	Notice of Determination (NOD) Notice of Availability (NOA)	
	TOTAL FIXED PRICE AMOUNT	

I hereby acknowledge that I have included all labor hours, fees, taxes, materials and equipment in this price.

Proposer

Signature of Authorized Person

Date

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: 10

Date: April 4, 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
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1204b-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 was reviewed and unanimously recommended for approved by the Major Projects Committee on March 15, 2012.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

Governments SANBAG Working Together

San Bernardino Associated Governments
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: 11

Date: April 4, 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
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1204b-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.

- 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 was reviewed and unanimously recommended for approval by the Major Projects Committee on March 15, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved this item as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1204b-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 COMMISSIÓN:

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:_____

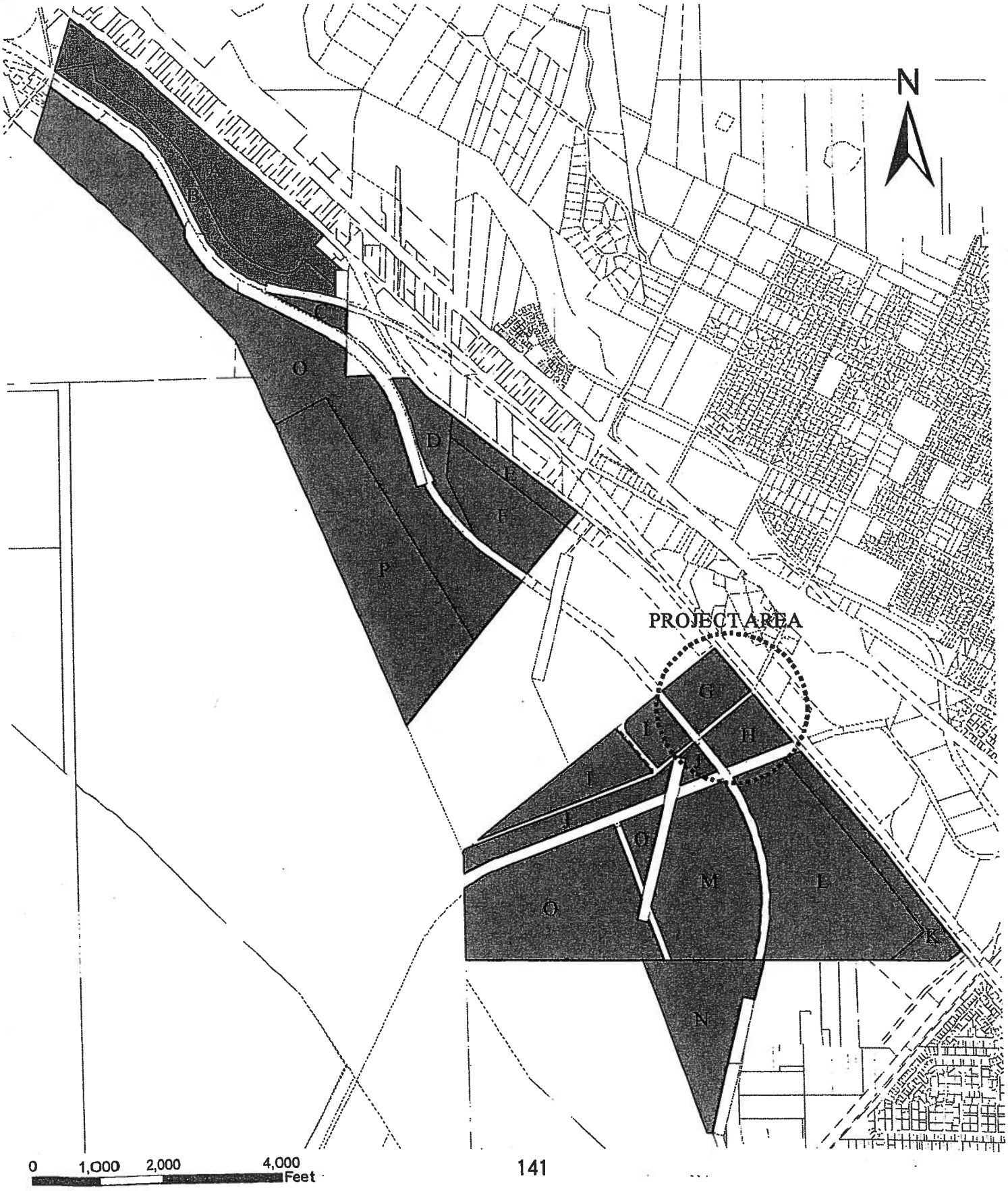
By: Robert J. Mestas for
Penny Alexander-Kelley
Counsel

By:_____
Kathleen Murphy-Perez
Contracts Manager

PROPERTY DEPICTION

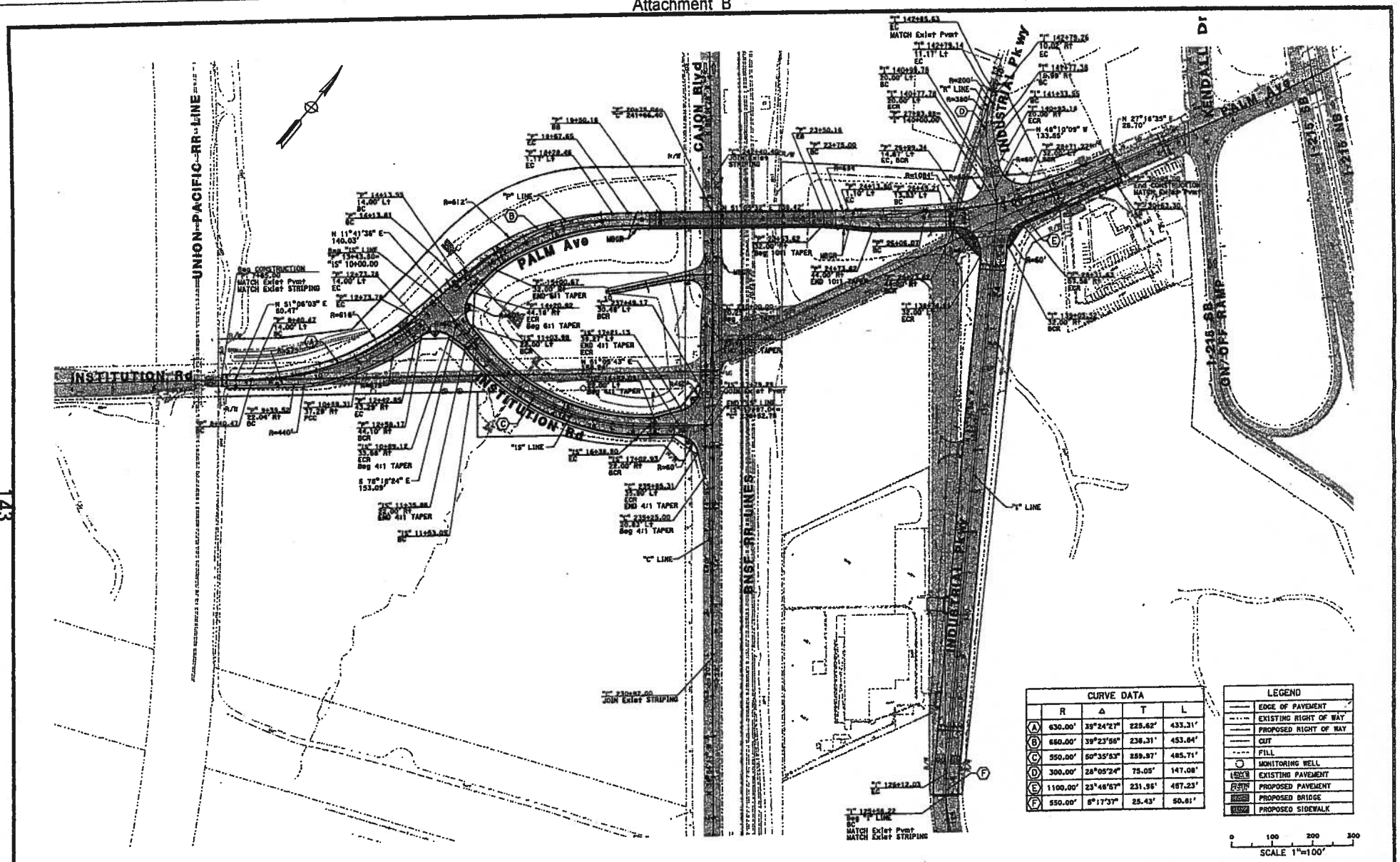
EXHIBIT "A"

Attachment "A"
Cajon Creek Specific Plan SP 90-01 Planning Areas



PROJECT DEPICTION

EXHIBIT "B"



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. B.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: 12

Date: April 4, 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 amount 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
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1204e-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.

BRD1204e-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 was reviewed and unanimously recommended for approval 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: Paula Beauchamp, Project Delivery Manager

BRD1204e-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

mm 3/28/12

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 3/8/12	Project Manager Signature	Date 3/8/12
Chief Financial Officer Signature	Date 3/8/12	Contracts Manager Signature	Date

C12002

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

ctivity-Labor Pricing Form

tle:

ate:
pdated by:
evision Date:

ROW Services

Labor categories (each with "Hours per Activity" and "Hourly Rate & Cost" columns): Senior Project Manager/Principal ($ 69.23); Project Manager ($ 45.67); Senior Consultant ($ 36.06); Consultant ($ 24.04); Project Support/Administration ($ 20.43); Property Mgmt Supervisor ($ 44.24); PM Assistant/Field Maintenance Sup ($ 27.65); Field Labor ($ 13.00)

TASK Number	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				
	160-25	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		$ -		$ -		$ -		$ -		$ -		$ -	0.574	$ 151,947		
				Prepare R/W Management Plan, Relocation Plan, cost studies and other project planning documents.		180	130	$ 9,000	50	$ 2,284		$ -		$ -		$ -		$ -		$ -		$ -	0.028	$ 11,284		
				Coordinate with SANBAG and Caltrans on delineating R/W requirements; coordinate design changes with DE; communicate R/W updates to project team.		245	175	$ 12,115	70	$ 3,197		$ -		$ -		$ -		$ -		$ -		$ -	0.040	$ 15,312		
				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 RFC/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		$ -		$ -		$ -		$ -		$ -		$ -	0.083	$ 17,317		
		Project Documentation/Schedule/Budgets/Deliverables		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	$ 27,417		
				Develop R/W schedule; provide regular updates to the project team of schedule updates, coordinate modification of the R/W schedule with project team.		290	170	$ 11,769	120	$ 5,480		$ -		$ -		$ -		$ -		$ -		$ -	0.048	$ 17,249		
				Prepare budget forecasts and trend analysis, prepare 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	6105	6105	3740	$ 258,920	1395	$ 63,710		$ -		$ -	970	$ 19,817		$ -		$ -		$ -	[illegible]		$ 342,447	$ 56.09
225	115.65	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		$ -		$ -		$ -		$ -		$ -		$ -	0.942	$ 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, present counter offers and administrative settlements, coordinate transaction details with escrow.		7,780		$ -		$ -	510	$ 18,391	4,580	$ 110,103	2,690	$ 54,957		$ -		$ -		$ -	1.374	$ 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		$ -	260	$ 11,874	170	$ 6,130	1,265	$ 30,411	600	$ 12,258		$ -		$ -		$ -	0.376	$ 60,673		
		Escrow Coordination		Coordinate with independent escrow company, ascertain executed conveyance documents; secure reconveyances from lienholders; deposit acquisition documents and recordation of deeds.		1,290		$ -	65	$ 2,969	40	$ 1,442	180	$ 4,327	1,005	$ 20,532		$ -		$ -		$ -		$ 29,270		
					13,035	13,035	220	$ 15,231	1,620	$ 73,985	725	$ 26,144	6,150	$ 147,846	4,320	$ 88,258		$ -		$ -		$ -	1.8		$ 351,463	$ 26.96
225	225.70	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 abandonment.		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		$ 21,377	$ 27.23
245	245.90	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		$ -		$ -		$ -		$ 18,070		
					560	560	65	$ 4,500	100	$ 4,567	25	$ 902	150	$ 3,606	220	$ 4,495		$ -		$ -		$ -	2.5		$ 18,070	$ 32.27
185	185.40	Property Management																								
		Property Management		Perform rent collection and deposits; prepare operations checks for second-party signature; procure and coordinate vendors and contractors; dispatch maintenance and repairs; prepare rent rolls and tenant ledgers; reconcile accounting statements.		165		$ -		$ -		$ -		$ -	125	$ 2,554	40	$ 1,770		$ -		$ -	0.087	$ 4,323		
		Property Services		Conduct property inspections; handling a variety of routine services calls; landscape maintenance; weed and debris removal, hauling debris; clean-outs; tenant move-outs; graffiti removal and board-ups.		1,250		$ -		$ -		$ -		$ -		$ -	45	$ 1,991	145	$ 4,009	1,060	$ 13,780	0.305	$ 19,780		
	225-75	Demolition/Site Clearance Coordination		Coordinate environmental assessments, asbestos and lead based paint abatement, demolition services, and secure permits.		295		$ -		$ -		$ -		$ -		$ -	20	$ 885	275	$ 7,604		$ -		$ 8,489		
					1710	1,710	-	$ -	-	$ -	-	$ -	-	$ -	125	$ 2,554	105	$ 4,645	420	$ 11,613	1,060	$ 13,780	1.1		$ 32,592	$ 19.06
245	235-63	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		$ 11,700	$ 38.36
		Construction Phase																								
		Construction Coordination Support		Prepare pre-construction site survey, issue TCE notifications, attend pre-con meetings, c/w contract enforcement, assist in resolving construction claims and record TCE quitclaims.		545	195	$ 13,500	120	$ 5,480	230	$ 8,294		$ -		$ -		$ -		$ -		$ -	0.089	$ 27,274		
					545	545	195	$ 13,500	120	$ 5,480	230	$ 8,294	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	[illegible]		$ 27,274	$ 50.04
100	100.15	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

SK Number	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	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 stripping, final transition, refurbishment and remove tool sets.		320	40	$ 3,799	160	$ 4,867		$ -		$ -	80	$ 1,839		$ -		$ -		$ -		$ -	0.09	$ 8,175	$ 8,175	$ 25.55
					320	320	40	$ 3,799	160	$ 4,867		$ -		$ -	80	$ 1,839		$ -		$ -		$ -		$ -	0.1	$ 8,175	$ 8,175	$ 25.55
					23276	23276	4240		3600		1000		6600		3600		190		420		1000		1000		0.1			
				Total Hours		24,000		$ 299,361		$ 163,357		$ 37,602		$ 163,563		$ 121,699		$ 4,646		$ 11,013		$ 13,700			$ 814,097		
				Overhead Rate	100.00%			$ 447,572		$ 243,535		$ 56,254		$ 245,329		$ 182,707		$ 6,946		$ 17,420		$ 20,670			$ 1,221,145		
				Profit 10% Only	10%			$ 74,595		$ 40,589		$ 9,376		$ 40,890		$ 30,450		$ 1,191		$ 2,903		$ 3,445			$ 203,524		
				Total Labor/Overhead				$ 820,549		$ 446,481		$ 103,132		$ 449,676		$ 335,129		$ 12,774		$ 31,936		$ 37,895			$ 2,236,766		
				Total ODCs																					$ -		
				Total Vendors																					$ 965,800		
																									$ 3,167,565		

Composite Hrly. Rate	11.66

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 ($0.55, Standard Rate as of JUN 1, 2011)		Mile			$ -		
752.01	2	Plane Tickets		Trip			$ -		
752.01	3	Hotel ($105/Maximum Night)		Night			$ -		
752.01	4	Meals		Day			$ -		
752.01	5	Toll & 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

MM 3/26/12

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature Date 3/27/12 Project Manager Signature Date 3/23/12

Chief Financial Officer Signature Date Contracts Manager Signature Date

C12054

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

tivity-Labor Pricing Form
:

Utility Services

te:
dated by:
vision Date:

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	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	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										
	100-23	Project Management																								
		Project Management		General management and coordination with SANBAG, Caltrans and other oversight agencies, policy development, provide regular updates on relocation program and pending activities to be completed, and attendance at utility focus meeting.		1,174	70	$ 5,192	100	$ 4,327	1,000	$ 36,240		$ -		$ -		$ -		$ -		$ -	0.103	$ 40,000		
				Prepare Utility Relocation Approach (portion of PMP), and estimates and other planning documents.		705	40	$ 2,769	60	$ 2,600	600	$ 21,616		$ -		$ -		$ -		$ -		$ -	0.062	$ 27,162		
				Support development of Design Build RFP and procurement process participate in DB meetings, research and respond to RFC for inquiries.		705	40	$ 2,769	60	$ 2,600	600	$ 21,616		$ -		$ -		$ -		$ -		$ -	0.062	$ 27,162		
				Identify and communicate R/W data through provide updates to the R/W Risk Register; provide resolution and mitigation plan of specific project risks.		600	40	$ 2,769	60	$ 2,403	600	$ 21,672		$ -		$ -		$ -		$ -		$ -	0.059	$ 26,400		
		Utility Coordination		Identify utilities, base status in Caltrans, secure utility owner relocation plan and cost estimates, coordinate utility relocations; review and advise on liability determinations for cost of utility relocations; manage and track billings related to utility facilities; coordinate conditions, protection and relocation of facilities; assist in preparation and review of encroachment permits; coordinate positive location of highline risk policy exceptions; process NHCA and		4,700		$ -		$ -	4,000	$ 167,000		$ -	150	$ 3,600		$ -		$ -		$ -	0.421	$ 170,600		
				Caltrans approval of utility agreements; coordinate execution of utility Agreements for certifying facilities, prepare Reports of Investigation for each utility within the project.		2,124		$ -		$ -	2,074	$ 74,700		$ -	50	$ 1,022		$ -		$ -		$ -	0.187	$ 75,010		
		Project Closeout		Coordinate file closeout; identify utility encroachments in Form 8040 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.		1,100		$ -		$ -	1,120	$ 40,000		$ -	50	$ 1,022		$ -		$ -		$ -		$ 41,000		
				Subtotal	11374	11300	100	$ 13,500	270	$ 11,843	10073	$ 394,000		$ -	230	$ 4,000	0	$ -	0	$ -	0	$ -	0.0		$ 415,010	$ 36.40
					11374	11300	100		270		10073		0		230		0		0		0				$ -	$ -
				Total Hours		11,300		$ 13,500		$ 11,843		$ 394,000		$ -		$ 4,000		$ -		$ -		$ -		$ 415,010		
				Overhead Rate		164.00%		$ 20,250		$ 17,914		$ 577,303		$ -		$ 7,048		$ -		$ -		$ -		$ 622,614		
				Profit 10% Only		10%		$ 3,273		$ 2,985		$ 96,217		$ -		$ 1,175		$ -		$ -		$ -		$ 103,752		
				Total Labor/OH/Profit				$ 37,135		$ 32,842		$ 1,058,380		$ -		$ 12,822		$ -		$ -		$ -		$ 1,141,277		
				Total ODCs																				$ -		
				Total Vendors																				$ 96,850		
																								$ 1,237,127		

Composite Hrly. Rate	36.52

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C12054 ATTACHMENT B
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.

WBS	Item No.		NTP Cost	NTP Unit	NTP Quantity	NTP Additional Lump Sum Cost	Total ODC's	Subtotal ODC's	Notes
		Travel and Living						$ -	
752.01	1	Mileage ($0.56/ Standard Rate as of 06/1/2011)		Mile			$ -		
752.01	2	Plane Tickets		Trip			$ -		
752.01	3	Hotel ($110 Max 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

WBS	Activity Code	Vendors	LNTP 5 Cost	LNTP 5 Unit	LNTP 5 Quantity	LNTP 5 Additional Lump Sum Cost	Total VENDOR	Subtotal VENDOR	Notes
		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: April 4, 2012

Subject: Engineering Services for the Laurel Street Grade Separation Project

Recommendation:* Approve Amendment No. 1 to Contract No. 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
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1204a-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 was reviewed and unanimously recommended for approval 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: Paula Beauchamp, Project Delivery Manager

BRD1204a-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/.

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 3/8/12

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.

Governments SANBAG Working Together

San Bernardino Associated Governments
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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: 14

Date: April 4, 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
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1204b-pm
Attachments: BRD1204b1-pm and BRD1204b2-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 was reviewed and approved (12-0-1; Abstained: Gonzales) by the Major Projects Committee on March 15, 2012, and has been reviewed by SANBAG Legal Counsel. ROW Acquisition Agreements have been reviewed by SANBAG's On-Call ROW legal firm, Woodruff, Spradlin, & Smart as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1204b-pm
Attachments: BRD1204b1-pm and BRD1204b2-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
0161-061-26 0161-061-32 0161-061-34 0161-061-36 0161-061-39 0161-073-12	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 0161-091-23	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: 15

Date: April 4, 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
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1204d-das
Attachments: BRD1204d1-das and BRD1204d2-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

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. 0874.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on March 15, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this item as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1204d-das
Attachments: BRD1204d1-das and BRD1204d2-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_____

BRD1204d2-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_____

BRD1204d2-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: _____

BRD1204d2-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: **16**

Date: April 4, 2012

Subject: Devore Interchange Design-Build Cooperative Agreement

Recommendation:* 1. Approve Cooperative Agreement No. C12216 with Caltrans for the Interstate 15/ Interstate 215 (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's 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
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1204g-ds
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 was reviewed and unanimously recommended for approval 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 item as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1204g-ds
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 _____ %

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 the federal budget and supervises its administration in Executive Branch agencies.

PARTNER – Any individual signatory party to this agreement.

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

PROJECT – The undertaking to Realign Interstate 15 (I-15) from south of Glen Helen Parkway 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

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: 17

Date: April 4, 2012

Subject: Interstate 15/Interstate 215 (I-15/ I-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 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 No. C08013, which exceeds the three (3) year maximum contract term for contracts as identified in SANBAG's 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 associated with the change in delivery method of the project from design-bid-

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1204e-das
Attachment: C08013-04

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 was reviewed and unanimously recommended for approval (13-0-1; Abstained: Gonzales) 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: Paula Beauchamp, Project Delivery Manager

BRD1204e-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	3/7/12 Date	Project Manager Signature	3/7/12 Date
Chief Financial Officer Signature	3/8/12 Date	Contracts Manager Signature	3/8/12 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: 3/20/12

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

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)

Exhibit 1A

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

C08013-04

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: 18

Date: April 4, 2012

Subject: Interstate 10 (I-10) / Cherry Avenue Interchange Construction

Recommendation:*

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

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

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 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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	x	CTA	x	SAFE		CMA	

Check all that apply.
BRD1204a-cc
Attachments: C11091-03 and C11093-03

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 whether to take advantage of the TCIF allocation and immediate cash reimbursement or proceed with the LONP. A risk of 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. Recommendation 3 allows the final engineering plans and PS&E package to be approved and prepared for the upcoming bid advertisement.

At the March Major Projects Committee the items relating to an award of a construction contract were pulled by SANBAG staff as requested by the County of San Bernardino staff. These items will return to the Major Projects Committee for its consideration at a future meeting. Concurrently, SANBAG is anticipating that the CTC will allocate $30.773 million TCIF funds in March 2012. Upon

BRD1204a-cc
Attachments: C11091-03 and C11093-03

allocation of the TCIF funds, SANBAG will have until September 2012 to award a construction contract.

Financial Impact: This item is consistent with the fiscal year 2011/2012 budget. Task No. 0826.

Reviewed By: This item was unanimously recommended for approval by the Major Projects Committee on March 15, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved these agreements as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1204a-cc
Attachments: C11091-03 and C11093-03

Governments SANBAG Working Together

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 3/7/12 Date

Project Manager Signature 3/6/12 Date

Chief Financial Officer Signature 3/8/12 Date

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: 3/28/12

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: _____

C11091-03
TN82612000

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 (Fed)	NET COST	FY	NEXUS 22.7%	contribution	COUNTY CREDIT	NEXUS 12.7%	contribution	CITY CREDIT	NEXUS 64.6%	MEASURE	STIP (State)	TCIF	CREDIT	
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.

Governments SANBAG Working Together

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

rec'd 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	3/7/12 Date	Project Manager Signature	3/6/12 Date
Chief Financial Officer Signature	3/8/12 Date	Contracts Manager Signature	3/8/12 Date

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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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: April 4, 2012

Subject: Interstate 15 (I-15) La Mesa/Nisqualli Road Interchange Project

Recommendation:* Approve Agreement No. C12225 between City of Victorville, Arcadis U.S. Inc. and the San Bernardino Associated Governments for the I-15 La Mesa/Nisqualli Road Interchange Project.

Background: **This item provides for formal consent of a new agreement.** In May 2011 the Board approved the Construction Cooperative Agreement No. C11200 with the City of Victorville for the I-15 La Mesa/Nisqualli Interchange project. Per the terms of the agreement the City was to provide up to two on-call inspectors for the support of the Construction Management consulatant.

In June 2011 the Board approved award of the construction management services Contract No. C11198 with Arcadis US Inc. (Arcadis). During negotiations of the contract fees and services, the consultant advised it was willing to incorporate City on-call staff into the construction management team if a separate agreement could be reached between the three parties to define the roles and responsibilities, including but not limited to termination, indemnification and insurance provisions between the City of Victorville, the SANBAG, and the Arcadis pertaining to the participation of City employees on the Project. Article 47 of the agreement was established and requires Arcadis to make a reasonable effort to enter into a separate agreement with the City of Victorville (City) and the SANBAG in which

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1204e-mb
Attachment: C12225

City may agree to provide, at its own cost, up to two City employees who are qualified as on-call public works inspectors in support of the project. Depending on the the amount of on-call services provide this agreement may result in an overall savings to the construction management service contract. The cost to the City for the employees will count towards the City's contribution to the project.

As the project is currently underway, Staff is recommending approval of the agreement.

Financial Impact: This recommendation results in no added financial impact and is consistent with the fiscal year 2011/2012 budgets for Task 0888.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain Desert Policy Committee on March 16, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the agreement as to form.

Responsible Staff: Michael Barnum, Construction Manager

BRD1204e-mb
Attachment: C12225

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12225 Amendment No. _____

By and Between

San Bernardino Transportation Authority and Arcadis USA and the City of Victorville

Contract Description Three party Agreement for Temporary Employees

Board of Director's Meeting Date: 4/4/12

Overview of BOD Action: Approve 3 Party Agreement to define the roles and responsibilities, including but not limited to termination, indemnification and insurance provisions between the City of Victorville, the SANBAG, and the Arcadis pertaining to the participation of City employees on the Project under C12010 and C11200

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	NA	**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	$		**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	NA

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
4/4/12	12/31/14	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 888.

☐ 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:*

Funding has already been provided in C12010 and C11200. This Agreement requires no funding.

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

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

3/23/12

Task Manager Signature	3/9/12 Date	Project Manager Signature	3/8/12 Date
Chief Financial Officer Signature	3/26/12 Date	Contracts Manager Signature	Date

SAN BERANADINO ASSOCIATED GOVERNMENTS
AGREEMENT NO. C12225

FOR THE TEMPORARY FURNISHING OF PERSONNEL

FOR

LA MESA ROAD/NISQUALLI ROAD INTERCHANGE PROJECT

THIS AGREEMENT ("Agreement") made this **4th** day of **April, 2012** by and among the San Bernardino Associated Governments/San Bernardino Transportation Authority ("Authority"), the City of Victorville ("City"), and ARCADIS U.S., Inc. ("ARCADIS"). The Authority, the City and ARCADIS are referred to herein individually as "Party" and collectively as "Parties".

RECITALS:

WHEREAS, the Authority and ARCADIS entered into a contract dated June 1, 2011, (Contract No. C11198) for Construction Management Services for I-15 La Mesa Road/Nisqualli Road Interchange Project in the City of Victorville ("Project"); and

WHEREAS, in Contract No. C11198 the Authority and ARCADIS agreed to the following:

ARTICLE 47. COORDINATION WITH CITY OF VICTORVILLE
CONSULTANT shall make a reasonable effort to enter into a separate agreement with the City of Victorville (City) and the AUTHORITY in which City may agree to provide, at its own cost, up to two City employees who are qualified as on-call public works inspectors in support of the PROJECT which is the subject of this Agreement and the CONSULTANT's Services. This separate agreement is intended to define the roles and responsibilities, including but not limited to termination, indemnification and insurance provisions between the City of Victorville, the AUTHORITY, and the CONSULTANT pertaining to the participation of City employees on the Project; and

WHEREAS, the Authority and the City entered into a Cooperative Agreement dated May 14, 2011, (Contract No. C11200) for Interchange Construction of the I-15 La Mesa Road/Nisqualli Road Project in the City of Victorville ("Project"); and

WHEREAS, in Contract No. C11200 the Authority and the City agreed to the following in Section II, "City Responsibilities", Item 14 and 15:

Item 14. City to provide up to two on call inspectors for the support of the Construction Management consultant; and

Item 15. City shall receive full credit for all costs associated with the implementation of paragraph 14, as it pertains to City's share, described in Section II, paragraph 1; and

WHEREAS, this Agreement is intended to define the roles and responsibilities, including but not limited to termination, indemnification and insurance provisions between the City and ARCADIS pertaining to the participation of City employees on the Project at no cost to Arcadis.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SCOPE OF WORK

1.1 Loaned Employees

The personnel assigned by the City to the Project shall hereinafter be referred to as "LOANED EMPLOYEE" or "LOANED EMPLOYEES." The City shall recruit, interview, professionally test, select, hire, and orient the persons who shall serve as its LOANED EMPLOYEES. However, ARCADIS may request the City to immediately recall any LOANED EMPLOYEE pursuant to the provisions set forth below. Once assigned to the Project, ARCADIS shall review and evaluate the services of the LOANED EMPLOYEES to determine their individual suitability for work on the Project. The City assumes full responsibility for all compensation and benefits of LOANED EMPLOYEES and for all employment contributions, taxes, withholding, etc, under any federal, state, and local laws (including withholding from wages of LOANED EMPLOYEES where required).

1.2 Employment Terms

Personnel shall be provided by the City to ARCADIS when mutually agreeable in writing to both the City and ARCADIS.

1.3 Procedures for Requesting and Lending LOANED EMPLOYEES

An officer of ARCADIS shall notify the City in writing of the desire to temporarily obtain the services of one or more specific City employees.

1.4 Conformity with ARCADIS Rules

LOANED EMPLOYEES will recognize and follow all applicable rules, regulations, or policies established by ARCADIS affecting or pertaining to operation of the premises where LOANED EMPLOYEES perform services. ARCADIS shall furnish the City and LOANED EMPLOYEES with a copy of applicable rules, regulations, and policies that ARCADIS deems necessary to implement this section.

1.5 Supplies and Services

ARCADIS shall furnish materials, supplies, facilities, space, equipment (exclusive of drafting and drawing instruments), computers and software, and such secretarial

services that ARCADIS determines to be reasonably required for LOANED EMPLOYEES to adequately perform their assigned duties, except as the Parties may otherwise agree.

1.6 Satisfactory Performance

If a LOANED EMPLOYEE is deemed by ARCADIS to be unqualified to perform the assigned work on the Project, ARCADIS may request that the City recall such LOANED EMPLOYEE from the Project. The City shall not unreasonably deny the request and shall act promptly to meet the request.

1.7 Solicitation of Employees

ARCADIS strictly agrees that it shall not induce, passively or actively solicit, approach, or hire any of the City's employees so long as this Agreement is in effect and for a period of six (6) months thereafter except if mutually agreed in writing by both ARCADIS and the City on a case-by-case basis.

1.8 Place of Work Assignment

The work assignment contemplated herein shall be carried out by LOANED EMPLOYEES at the location, or locations, determined by ARCADIS and with agreement by the City, which shall not be unreasonably withheld or delayed. ARCADIS shall not be required to pay the City reimbursement for LOANED EMPLOYEES, including but not limited to, salary or benefits, mileage, parking or other travel expenses incurred in the commuting to and from Project site(s).

1.9 Relationships Between Loaned Employee and ARCADIS

Any LOANED EMPLOYEE is assigned to ARCADIS by the City only for the limited purposes and to the extent set forth in this Agreement. A LOANED EMPLOYEE's relationship to ARCADIS and its subsidiaries and clients shall, during the period of this assignment and services hereunder, be that of a professional. LOANED EMPLOYEES shall not be considered an employee of ARCADIS or be entitled to participate in any plans or benefits that ARCADIS provides for ARCADIS' regular employees. The City shall advise any LOANED EMPLOYEE that he or she remains an employee of the City, not ARCADIS, during his or her work on the Project.

1.10 Direction of Loaned Employee

ARCADIS shall oversee the work activities of LOANED EMPLOYEES on the Project and shall be responsible for providing a safe place to work in compliance with all safety laws and regulations while working at ARCADIS' work site. ARCADIS is not responsible for the health or safety of any LOANED EMPLOYEE due to injuries or property damage caused by others not within the control of ARCADIS at any Project site.

1.11 Insurance Coverages

The City shall maintain certain insurance coverage for Commercial General Liability for the services provided by LOANED EMPLOYEES under this Agreement.

The City shall also provide its workers compensation insurance to cover LOANED EMPLOYEES while on the premises of and/or providing work to ARCADIS on the Project.

The City shall be wholly responsible for the quality and accuracy of work performed by LOANED EMPLOYEES, except to the extent such work is undertaken pursuant to the sole oversight or direction of ARCADIS on the Project.

1.12 Indemnity

The City agrees to indemnify, defend (with counsel reasonably approved by ARCADIS) and hold harmless ARCADIS and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of acts or omissions of LOANED EMPLOYEES or the City, including the acts, errors or omissions of any person and for any costs or expenses incurred by ARCADIS on account of any claim except where: a) such indemnification is prohibited by law; or b) such acts or omissions of LOANED EMPLOYEES are under the sole oversight or direction of ARCADIS. This indemnification provision shall apply regardless of the existence or degree of fault of the LOANED EMPLOYEES or the City.

The City agrees to indemnify, defend (with counsel reasonably approved by the Authority) and hold harmless Authority and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of acts or omissions of LOANED EMPLOYEES or the City, including the acts, errors or omissions of any person and for any costs or expenses incurred by Authority on account of any claim, except where: a) such indemnification is prohibited by law; or b) such acts or omissions of LOANED EMPLOYEES are under the sole oversight or direction of ARCADIS. This indemnification provision shall apply regardless of the existence or degree of fault of the LOANED EMPLOYEES or the City.

ARCADIS and Authority acknowledge and agree that that they have entered into Contract No. C11198 for Construction Management Services for the Project and that the indemnity provisions in Contract C11198 apply to and govern the duties and obligations of the respective ARCADIS and Authority under this Agreement.

1.13 Proprietary Information

LOANED EMPLOYEES shall acknowledge in writing that certain confidential or proprietary information belonging to ARCADIS may become available to them. LOANED EMPLOYEES shall maintain such confidentiality.

1.14 Workweek

LOANED EMPLOYEES shall work either full time or part-time on the Project as the duties require and per the direction of ARCADIS and with approval of the City and work the same schedule as ARCADIS' regular full-time employees unless other work schedule arrangements are agreed in writing.

Overtime hours shall be defined by ARCADIS and approved by the City, and LOANED EMPLOYEES shall not be directed to work overtime hours, unless agreed to in writing by the City and the ARCADIS.

1.15 Compensation

The City shall be solely responsible for payment of any and all earned compensation of LOANED EMPLOYEE(S) assigned to ARCADIS on the Project. Authority and ARCADIS shall not have any liability to pay any wages, payroll, salary, expenses, or any other form of compensation, benefits, or fringes, to any LOANED EMPLOYEE. The City shall advise LOANED EMPLOYEES of these provisions.

1.16 Business Expenses

Under no circumstances shall Authority or ARCADIS be obligated to pay any reimbursement to the City or the LOANED EMPLOYEE for travel costs, office or business expenses or relocation expenses of LOANED EMPLOYEE.

1.17 Termination Procedures

This Agreement may be terminated at any time by any Party upon ten (10) days' written notice to the other Parties. In the event of termination, all ARCADIS' property and work in progress in the LOANED EMPLOYEE's or the City's possession shall be forwarded to ARCADIS. Unless otherwise terminated, this Agreement shall terminate at the completion of services by the LOANED EMPLOYEE but no later than the "Period of Performance" specified in the SANBAG/ARCADIS Contract C11198.

1.18 State Laws Applicable

This Agreement shall be construed and interpreted solely in accordance with the laws of the State of California and applicable federal laws and regulations, if any.

1.19 Written Notices

Any notices, requests, or demands made between the Parties pursuant to this Agreement shall be addressed to the other Party at the address identified below:

ARCADIS U.S., Inc.:
264 S. Leland Norton Way, Suite B-190
San Bernardino, CA 92408
Attn: Craig Halvorson
Phone: 909-382-0301 or 714-508-2616 x 82616

City of Victorville:
14343 Civic Drive
Victorville, CA 92393-5001
Attn: Douglas Robertson, City Manager
Phone: (760) 245-7243

Authority: San Bernardino Associated Governments
11700 W. 3rd St, 2nd Floor
San Bernardino, CA 92410
Attn: Garry Cohoe
Phone: 909-884-8276

1.20 Severability

If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected hereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

1.21 Assignment

Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by any Party without prior written approval of the other Parties. Any such attempt of assignment shall be deemed void and of no force and effect.

1.22 Counterparts

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF VICTORVILLE

By:_____

Name:_____

Title:_____

Date:_____

SAN BERNARDINO ASSOCIATED GOVERNMENTS/SAN BERNARDINO TRANSPORTATION AUTHORITY

By: _____

Name: Larry McCallon

Title: President, Board of Directors

Date:_____

ARCADIS U.S., INC.

By:_____

Name:_____

Title:_____

Date:_____

APPROVAL AS TO FORM – SAN BERNARDINO ASSOCIATED GOVERNMENTS

By:_____

Name: Penny Alexander–Kelley

Title: SANBAG General Council

CONCURRANCE – SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Name: Kathleen Murphy-Perez

Title: Contracts Manager

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: 20

Date: April 4, 2012

Subject: I-15 La Mesa/Nisqualli Interchange Project Budget

Recommendation:* 1. Authorize the programming of $6,500,000 in Corridor Mobility Improvement Account (CMIA) funds and the un-programming of $6,500,000 in Capital Bond funds for the construction phase of the Interstate 15 (I-15) La Mesa/Nisqualli Interchange Project.

2. Approve an Amendment to the Fiscal Year 2011/2012 budget for Task No. 0888, I-15 La Mesa/Nisqualli Interchange Project, to replace $6,500,000 in Capital Bond funds with an equal amount of Corridor Mobility Improvement Account (CMIA) funds for a zero sum change in the overall 2011/2012 budget of $18,231,247 for Task No. 0888.

Background: In May 2011 the Board approved the Construction Cooperative Agreement No. C11200 with the City of Victorville for the La Mesa/Nisqualli Interchange Project. Per the terms of the Agreement and in accordance with the Strategic Plan, SANBAG as the "Authority" is responsible for 50% of the total eligible PROJECT CONSTRUCTION WORK expenses of $58,464,500 for an amount not to exceed $28,932,250. SANBAG's share of the project funding was provided through Capital Bond funds. This agreement includes the provision for Capital Bond funds to be supplanted by CMIA funds if CMIA funds were allocated to the Project.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	x	CTA	x	SAFE		CMA	

Check all that apply.
BRD1204b-mb
Attachment: BRD1204b1-mb

In August 2011, the Board approved the I-15 Corridor Mobility Improvement Account (CMIA) Baseline Agreement (C12032) with the California Transportation Commission (CTC) for I-15 La Mesa/Nisqualli Interchange project. On August 10, 2011 by Resolution CMIA-A-1112 the CTC allocated $21,324,000 Proposition 1B CMIA funds to the Project.

Per the terms of the Cooperative Agreement a separate amendment to the Agreement is anticipated to be necessary between the Parties to reconcile the project finances for all phases of work and define the final funding responsibilities following construction close-out of the Project.

Staff is recommending that $6,500,000 in Capital Bond funds programmed for the project construction work project be replaced with an equal amount of CMIA funds. Staff also recommends approval of an amendment to the SANBAG Fiscal Year 2011/2012 budget for Task No. 0888 I-15 La Mesa/Nisqualli Interchange project, to replace $6,500,000 in Capital Bond funds with an equal amount of CMIA funds for a zero sum change in the overall 2011/2012 budget of $18,231,247,000 for Task No. 0888.

Financial Impact: This item is not consistent with the 2011/2012 Fiscal Year Budget for Task No. 0888, I-15 La Mesa/Nisqualli Interchange Project. A budget amendment is required to replace $6,500,000 in Capital Bond funds with an equal amount of Proposition 1B CMAI funds in the 2011/2012 Fiscal Year Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on March 16, 2012. SANBAG Counsel and Contracts Manager have reviewed the substitution recommendation as to form.

Responsible Staff: Michael Barnum, Construction Manager

BRD1204b-mb
Attachment: BRD1204b1-mb

Project # Allocation Amount Recipient RTPA/CTC County Dist-Co-Rte Postmile	Project Title Location Project Description Project Funding	PPNO Program/Year Phase Prgm'd Amount Project ID Adv Phase EA	Budget Year Item # Fund Type Program Code	Amount by Fund Type
2.5g.(1) Proposition 1B Allocation Amendment - Locally Administered CMIA Project on the State Highway System			**Resolution CMIA-A-1112-023** **Amending Resolution CMIA-A-1112-002**	
1 ~~$21,324,000~~ **$16,206,000** San Bernardino Associated Governments SANBAG San Bernardino 08S-SBd-15 38.3/39.4	Route 15/La Mesa Road/Nisqualli Road Interchange. In Victorville, on Route 15 at La Mesa Road/Nisqualli Road between Bear Valley Road and Palmdale Road (Route 18). Construct interchange at La Mesa/Nisqualli Road and realign frontage roads. Final Project Development: N/A Final Right of Way: N/A **(Contribution from local sources: $20,034,000)** (Future Consideration of Funding – Resolution E-07-19, September 2007.) (Project Scope is consistent with the baseline agreement approved under Resolution CMIA-P-1011-01B, in August 2011.) Outcome/Output: Once completed, this project will result in daily vehicle-hours of delay savings of about 4,447 hours. **Amend Resolution CMIA-A-1112-002 to de-allocate $5,118,000 CMIA CONST to reflect award savings.**	08-0172T CMIA/11-12 CONST ~~$21,324,000~~ **$16,206,000** 0800000017 4CONL 0A4504	2011-12 304-6055 CMIA 20.20.721.000	~~$21,324,000~~ **$16,206,000**

State of California
DEPARTMENT OF TRANSPORTATION

Business, Transportation and Housing Agency

Memorandum

To: CHAIR AND COMMISSIONERS
CALIFORNIA TRANSPORTATION COMMISSION

CTC Meeting: January 25, 2012

Reference No.: 2.5g.(1i)
Action Item

From: NORMA ORTEGA
Chief Financial Officer

Prepared by: Rachel Falsetti
Division Chief
Transportation Programming

Subject: **FINANCIAL ALLOCATION AMENDMENT FOR PROPOSITION 1B LOCALLY ADMINISTERED CMIA PROJECTS ON THE STATE HIGHWAY SYSTEM RESOLUTION CMIA-AA-1112-023, AMENDING RESOLUTION CMIA-A-1112-002**

RECOMMENDATION:

The California Department of Transportation recommends the California Transportation Commission (Commission) amend Resolution CMIA-A-1112-002 to de-allocate $5,118,000 in Proposition 1B Corridor Mobility Improvement Account (CMIA) funds from the Route 15/La Mesa Road/Nisquali Road Interchange project (PPNO 0172T) in San Bernardino County, thereby reducing the original CMIA construction capital allocation of $21,324,000 to $16,206,000, to reflect contract award savings.

BACKGROUND:

At its August 2011 meeting, the Commission approved Resolution CMIA-A-1112-002 allocating $21,324,000 in CMIA construction funds for the Route 15/La Mesa Road/Nisquali Road Interchange project. The contract was awarded on December 7, 2011 with CMIA savings of $5,118,000.

The necessary changes are reflected in strikethrough and bold on the attached revised vote box.

RESOLUTION:

Be it Resolved, that $21,324,000 in Corridor Mobility Improvement Account funds (304-6055) originally allocated under Resolution CMIA-A-1112-002 for the Route 15/La Mesa Road/Nisquali Road Interchange project (PPNO 0172T) in San Bernardino County, is hereby amended by $5,118,000, reducing the original CMIA construction capital amount to $16,206,000 in accordance with the attached revised vote box.

Attachment

BRD1204b1-mb

State of California
DEPARTMENT OF TRANSPORTATION

Business, Transportation and Housing Agency

Memorandum

To: CHAIR AND COMMISSIONERS
CALIFORNIA TRANSPORTATION COMMISSION

CTC Meeting: August 10-11, 2011

Reference No.: 2.5g.(1b) - **REVISED**
Action Item

From: NORMA ORTEGA
Chief Financial Officer

Prepared by: Steven Keck
Division Chief
Budgets

Subject: **FINANCIAL ALLOCATION FOR LOCALLY ADMINISTERED CORRIDOR MOBILITY IMPROVEMENT ACCOUNT PROJECTS ON THE STATE HIGHWAY SYSTEM RESOLUTION CMIA-A-1112-002**

CTC ACTION UPDATE: The California Transportation Commission allocated $21,324,000 for one locally administered Proposition 1B CMIA project on the State Highway System.

RECOMMENDATION:

The California Department of Transportation (Department) recommends the California Transportation Commission (Commission) defer an allocation of $21,324,000 for the locally administered Proposition 1B project on Route 15 – La Mesa Road/Nisqualli Road in San Bernardino County programmed in the Corridor Mobility Improvement Account (CMIA) Program.

ISSUE:

The attached vote list describes one locally administered CMIA project for $21,324,000. Although the Department is ready to proceed with this project, it is recommended that the Commission defer this allocation until sufficient bond proceeds become available.

FINANCIAL RESOLUTION:

Resolved, that $21,324,000 be allocated from the Budget Act of 2010, Budget Act Item 2660-304-6055 for the one locally administered Proposition 1B Corridor Mobility Improvement Account project described on the attached vote list.

Be it further resolved that as a condition of allocation of these funds and to perform its administrative role established by Senate Bill 88, the Commission requests that the Department perform the functions necessary to ensure proper accountability measures are employed and reporting requirements are met for the Proposition 1B Corridor Mobility Improvement Account Program.

Attachment

BRD1204b1-mb

"Caltrans improves mobility across California"

2.5 Highway Financial Matters

Project # Allocation Amount Recipient RTPA/CTC Dist-Co-Rte Postmile	Project Title Location Project Description Project Funding	PPNO Program/Year Phase Prgm'd Amount Project ID Adv Phase EA	Budget Year Item # Fund Type Program Code	Amount by Fund Type
2.5g.(1b) Proposition 1B – Locally Administered CMIA Project on the State Highway System				**Resolution CMIA-A-1112-002**
1 $21,324,000 San Bernardino Associated Governments SANBAG San Bernardino 08S-SBD-15 38.3/39.4	**Route 15/La Mesa Road/Nisquali Road Interchange** in Victorville, on Route 15 at La Mesa Road/Nisquali Road between Bear Valley Road and Palmdale Road (Route 18). Construct interchange at La Mesa/Nisquali Road and realign frontage roads. Final Project Development: N/A Final Right of Way: N/A (Project Scope is consistent with the concurrent baseline agreement approved under Resolution CMIA-P-1011-01B in August 2011.) (Concurrent Letter of No Prejudice request under Resolution LONP1B-A-1112-04; August 2011.) (Future Consideration of Funding – Resolution E-07-19, September 2007.) Outcome/Output: Once completed, this project will result in daily vehicle-hours of delay savings of about 4,447 hours. ~~THE DEPARTMENT RECOMMENDS THIS ITEM BE DEFERRED AT THIS TIME.~~ **APPROVED FOR FUNDING.**	08-0172T CMIA/11-12 CONST $21,324,000 0800000017 4CONL 0A4504	2011-12 304-6055 CMIA 20.20.721.000	$21,324,000

BRD1204b1-mb

Tab # / Time	Item Description	Ref. #	Presenter	Status*	

Recommendation: for items 62-66: approval
Action Taken: all approved
Motion: Alvarado
Second: Ghielmetti
Vote result: 10-0
Absent: none

	Proposition 1B HRCSA Project Amendments				
67	The Orange County Transportation Authority proposes to amend the 2010 HRCSA Program by deleting the North Beach Crossing Safety Enhancement Project from the program. Resolution GS1B-P-1112-01	2.1c.(7)	Stephen Maller	A	C

Recommendation: approval
Action Taken: approved
Motion: Tavaglione
Second: Dunn
Vote result: 10-0
Absent: none

	Proposition 1B CMIA Project Allocations				
68	Financial Allocation: $21,324,000 for the Route 15/La Mesa Road/Nisqualli Road Interchange (PPNO 0172T) locally administered CMIA project on the State Highway System. Resolution CMIA-A-1112-__ *(Related Item under Tabs 57 & 93.)*	2.5g.(1b)	Stephen Maller Rachel Falsetti	A	D

Recommendation: approval
Action Taken: approved
Motion: Ghielmetti
Second: Assemi
Vote result: 10-0
Absent: none

	Proposition 1B Trade Corridor Improvement Fund (TCIF) Project Allocations				
69	Financial Allocation: $35,745,000 for two State Administered Rail TCIF Projects. Contributions from other sources: $54,235,000. Resolution TCIF-A-1112-__ *(Related Items under Tabs 30, 64, and 92.)*	2.5g.(5a)	Stephen Maller Rachel Falsetti	A	D

Recommendation: defer and place on delivered but not allocated list
Action Taken: recommendation approved
Motion: Assemi
Second: Earp
Vote result: 10-0
Absent: none

	Highway Right of Way Matters

BRD1204b1-mb

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San Bernardino Associated Governments

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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: 21

Date: April 4, 2012

Subject: Approve Substitution of Subcontractor for Interstate 15 (I-15) La Mesa/Nisqualli Road Interchange Project

Recommendation:* Approve subcontractor substitution pursuant to California Public Contract Code, Section 4107, and replace AVAR Construction Systems, Inc. with Schwager Davis, Inc. for Contract C12010 with Riverside Construction Company Inc. for the I-15 La Mesa/Nisqualli Road Interchange Project.

Background: **This item is an Amendment to Substitute a Subcontractor on an existing Contract**. This item provides for formal consent by SANBAG for subcontractor substitution per California Public Contract Code 4107 et. seq. On December 9, 2011, the Board approved award of construction contract C12010 to Riverside Construction Company Inc. ("Riverside Construction") for construction of the I-15 La Mesa/Nisqualli Road Interchange Project. At the time of bid and award Riverside Construction listed AVAR Construction Systems, Inc. as its bridge post-tensioning subcontractor. The Public Contract Code requires the listing of subcontractors that provide services in an amount over $10,000 or 0.5% of the total contract price.

By letter dated February 8, 2012 Riverside Construction advised SANBAG staff that AVAR Construction Systems, Inc. had been acquired by Schwager Davis,

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1204d-mb
Attachment: BRD1204d1-mb

Inc. and requested approval to substitute AVAR Construction Systems with Schwager Davis, Inc. to complete the subcontractor obligations for this project.

Public Contract Code Section 4107(a) requires that prior to approval of the prime contractor's request for the substitution of a subcontractor, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

By letter dated February 20, 2011 SANBAG staff provided written notice to AVAR Construction Systems Inc. to confirm the acquisition and substitution request in accordance with the statute. As of February 29, 2011 SANBAG staff has received no written objection to this notice.

Staff is recommending approval of the subcontractor substitution.

Financial Impact: This recommendation results in no added financial impact and is consistent with the fiscal year 2011/2012 budgets for Task 0888.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/ Desert Policy Committee on March 16, 2012.

Responsible Staff: Michael Barnum, Construction Manager

BRD1204d-mb
Attachment: BRD1204d1-mb

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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

February 20, 2012

Mr. Michael Pagano
AVAR CONSTRUCTION SYSTEMS, INC.
47375 Fremont Blvd.
Fremont, CA 94538

VIA CERTIFIED MAIL

Reference: I-15/ La Mesa Nisqualli Interchange Project -SANBAG Contract No. C12010

Subject: Riverside Construction Request for Subcontractor Substitution
Bid Item No. 99 – Prestressing Cast In Place Concrete

Dear Mr. Pagano:

We are in receipt of a letter of dated February 8, 2012 from Riverside Construction Company Inc. requesting subcontractor substitution approval on the above referenced project and an accompanying letter dated January 17, 2012 from AVAR Construction Systems Inc. advising of your assigning of your scope of work on the above referenced project to Schwager Davis, Inc. (copies attached).

Public Contracting Code Section 4107 requires that prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

This letter shall sever as notice per the Public Contracting Code.

If you have any questions, please feel free to contact me at (909) 884-8276 x. 153.

Sincerely,

Mike Barnum
Construction Manager

cc: Riverside Construction Company
BRD1204d1-mb

RIVERSIDE CONSTRUCTION COMPANY, INC

GENERAL ENGINEERING CONTRACTORS
4225 GARNER ROAD - P.O. BOX 1146
RIVERSIDE, CALIFORNIA 92502-1146

February 8, 2012

San Bernardino Associated Governments
Victorville Construction Office
14464 Atstar Drive, Suite 206
Victorville, California 92395

Attn: Larry Johnson

Project: I-15 La Mesa/Nisqualli Road Interchange

RE: Prestressing Subcontractor Subsitution

Dear Mr. Johnson:

On January 20, 2012 Schwager Davis, Inc. purchased AVAR Construction Systems, Inc. Post-Tensioning Division. In accordance with the attached letters from AVAR and Schwager Davis, Riverside Construction requests the substitution of Schwager Davis, Inc. in place of AVAR Construction Systems, Inc. as the subcontractor for Bid Item 99 – Prestressing Cast in Place Concrete.

Should you have any questions, please contact our office.

Sincerely,

Riverside Construction Company, Inc.

Clifford Dawley

Clifford Dawley
Project Engineer

BRD1204d1-mb

January 17, 2012

Cliff Dawley
Riverside Construction
4225 Garner Road
Riverside, CA 92502

Subject: AVAR Construction Systems, Inc. Post Tensioning (PT) Asset Assignment

Dear Cliff Dawley,

This letter is issued to formally notify you that AVAR Construction Systems, Inc. (AVAR) has secured an agreement with Schwager Davis, Inc. (SDI) to assign to SDI the scope of work under AVAR's contract for the following Project:

Project Name:	I-15 La Mesa Nisqualli Interchange
Contract #:	C12010

AVAR Construction Systems, Inc of Fremont, CA (CA license number 448931) is requesting that Schwager Davis, Inc. of San Jose, CA (CA license number 492582) be substituted as the subcontractor for Bid Item #99: pre-stressing, cast-in-place concrete on the above referenced project.

Sincerely,

AVAR Construction Systems, Inc.

Michael A. Pagano, P.E.
President

cc: file, SDI

BRD1204d1-mb

SCHWAGER DAVIS INC

January 23, 2012

Subject: SDI Acquisition of AVAR Post-Tensioning (PT) Assets and Backlog

To Whom It May Concern,

Please be advised that Schwager Davis, Inc. (SDI) formally completed the Asset Purchase Agreement of the AVAR Construction Systems, Inc Post-Tensioning Division on Friday January 20, 2012. SDI would like to take this opportunity to provide the following contact details to help facilitate an efficient and effective transfer of the applicable work scope, as follows:

Transition Management: Jeffrey A. Cavanaugh (jeffc@schwagerdavis.com), Ext. 119, C#408-690-3113

Project Manager: Mario Salice (msalice@schwagerdavis.com), Ext. 131, C#408-690-3362

PT Division Manager: Michael C. Schwager (mike@schwagerdavis.com), Ext. 117, C#408-425-8279

QA/Safety Manager: Michael Williams (mwilliams@schwagerdavis.com), Ext. 118, C#408-690-2604

Shop Drawings/Design Issues: Mohammad Sharifi (msharifi@schwagerdavis.com), Ext. 105

Billing/Releases: Tatyana Veremyova (tveremyova@schwagerdavis.com), Ext. 120

Certified Payroll: Lori Rosell/Kelly Nguyen, (lori@schwagerdavis.com, knguyen@schwagerdavis.com), Ext. 112 /122

Field Coordination/Logistics: Rudy Schmidt (rudy@schwagerdavis.com), Ext. 102, C#408-690-2962

Field Superintendent: Jim Bond (jbond@schwagerdavis.com), C#408-690-3190

We sincerely appreciate your support and patience during the recent transition period.

Sincerely,
Schwager Davis, Inc.

Jeffrey A. Cavanaugh

Jeffrey A. Cavanaugh
Vice President

CC: GS,MS

BRD1204d1-mb

Schwager Davis, Inc.
198 Hillsdale Avenue – San Jose, CA 95136
Tel: (408) 281-9300 Fax: (408) 281-9301
E-Mail: jeffc@schwagerdavis.com
www.schwagerdavis.com

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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: 22

Date: April 4, 2012

Subject: Cooperative Agreement for Construction of Ranchero Road Interchange

Recommendations:* Approve Construction Cooperative Agreement No. C12219 with the City of Hesperia for the Ranchero Road Interchange Project.

Background: **This is a new agreement.** The City of Hesperia has been leading the engineering design and right of way acquisition phase of work for the Ranchero Road Interchange on the I-15 project. This phase is nearing completion allowing construction of the interchange to commence this year.

In March, 2012 SANBAG Board approved a new funding plan to allocate a total of $44,131,892 in public funds to this project. While the Board approved this funding plan, they were told that there was a strong possibility there could be additional funds under the Corridor Mobility Improvement Account (CMIA) and that the funding plan would have to be adjusted. To secure the CMIA funding, the project must be ready for construction by the May or at the very latest, June CTC meeting.

In March, 2012 SANBAG Board authorized Staff to release the Request for Proposal (RFP) for Construction Management, Materials Testing, and Construction Surveying associated with the construction of this project.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1204c-bf
Attachments: C12219 and C12226

To enable SANBAG to proceed with the construction of the project, Cooperative Agreement (C12219) between SANBAG and the City of Hesperia needs to be entered into. The Agreement defines the roles and responsibilities of the parties, including the funding sources for the construction phase of the I-15 Ranchero Road Interchange Project. This Agreement identifies SANBAG as the lead agency for this project, giving SANBAG the responsibility of advertising, awarding, and administrating (AAA) the construction contract for the project.

The estimated total cost of the project is $59,209,475. Various state and federal funds have been allocated, totaling $3,009,030. The remaining $56,200,445 in funding responsibility is based on the Nexus Study dated November 7, 2007. SANBAG's share (42.5%) is $23,630,190 and the City of Hesperia (57.5%) share is $31,970,255. Additionally, per the terms of this Agreement, SANBAG management and oversight costs will be 100% City responsibility, with a not to exceed amount of $600,000. The Agreement identifies the SANBAG funding sources to include, but not limited to, Measure I Major/Local Highway program, Corridor Mobility Improvement Account (CMIA) funds, and State Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this Agreement.

The City has expended $6,411,807 to be applied to the total cost of the project. In addition, upon award of a construction contract, the City agrees to deposit $3,000,000 for use by SANBAG for project expenses. The City's remaining balance of project expenses, estimated at $23,158,448 will be due at the completion of construction of the project. In the event that the City is unable to pay the remaining balance at the completion of the project, the amount due will be considered a loan to the City by SANBAG at which time the City will have ten years to pay back the loan with interest. The first payment is due 24 months after the acceptance of the project by Caltrans. Subsequent payments will be made on an annual basis in equal payments. If the City fails to make its annual payment, SANBAG is authorized to withhold the City's Measure I Local Street funds and apply the withheld funds towards the loan. Staff requests approval of this recommendation.

Financial Impact: The recommendations are consistent with the adopted 2011/2012 Fiscal Year Budget for Task No. 0890. Funding has been included in next year's draft budget but may need to be modified based on funding sources.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on March 16, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the agreements as to form.

Responsible Staff: Duane A. Baker, Director of Management Services

BRD1204c-bf
Attachments: C12219 and C12226

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12219 Amendment No. _____

By and Between

City of Hesperia and San Bernardino Associated Governments

Contract Description Construction Cooperative Agreement for I-15/Ranchero Road

Board of Director's Meeting Date: April 4, 2012

Overview of BOD Action: Approve agreement outlining responsibilities between City of Hisperia for the construction of the interchange at Ranchero Road.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	26,158,448	**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	$		**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	26,158,448

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
April 4, 2012		

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0890.

☐ 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:*

City share is 50.7% of project costs; County share is 5.9% and the Town of Apple Valley Share is 0.9%. Authority share is 42.5% of total project cost that can from Measure I/Local Highways program, CMIA funds, STIP, STP, or SLPP.

☒ Payable ☐ Receivable

mm 3/23/12

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

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

Task Manager Signature	Date 3/9/12	Project Manager Signature	Date
Chief Financial Officer Signature	Date 3/27/12	Contracts Manager Signature	Date

C12219
TN89012000

COOPERATIVE AGREEMENT NO. C12219

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF HESPERIA

FOR

INTERCHANGE CONSTRUCTION AT RANCHERO ROAD IN THE CITY OF HESPERIA

THIS COOPERATIVE AGREEMENT ("Agreement") is effective on the Effective Date as defined herein, by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the City of Hesperia (hereinafter referred to as "CITY"), (AUTHORITY and CITY are each a "Party" and collectively "Parties").

RECITALS:

WHEREAS, AUTHORITY prepared a study referred to herein as the Nexus Study dated November 7, 2007 and in accordance with the Measure I 2010-2040 Expenditure Plan, in which both documents identify freeway interchange, major street, and rail-highway grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, AUTHORITY and CITY intend to construct a new interchange on Interstate 15 at Ranchero Road, in the City of HESPERIA, identified as Caltrans Project No. 0151227 ("PROJECT"); and

WHEREAS, the PROJECT is identified in both the Measure I 2010-2040 Expenditure Plan and the SANBAG Nexus Study and the PROJECT will be carried out in accordance with the policies of the Measure I 2010-2040 Strategic Plan ("Strategic Plan"), including the use of Development Impact Fees by CITY to pay its share of PROJECT costs; and

WHEREAS, the Parties wish to enter into this Cooperative Agreement ("Agreement") for Construction and Construction Support Services necessary to manage and construct the Ranchero Road Interchange on Interstate 15 in the City of Hesperia hereinafter referred to as "PROJECT CONSTRUCTION WORK"; and

WHEREAS, this Agreement is intended to terminate and supersede Project Advancement Agreement C08156 entered into February 6th, 2008 by and between AUTHORITY and CITY; and

WHEREAS, this Agreement is intended to delineate responsibilities of the Parties for the PROJECT in connection with funding, contracting, construction and project administration; and

WHEREAS, the Parties agree that AUTHORITY will act as lead agency for the PROJECT CONSTRUCTION WORK; and

WHEREAS, it is anticipated that a future amendment to this Agreement will be necessary to reconcile any outstanding payments and each Party's overall contribution for all phases of work.

NOW, THEREFORE, the Parties agree to the following:

SECTION I

AUTHORITY RESPONSIBILITIES:

1. To be the lead agency for this PROJECT and to undertake and lead the advertisement, award, administration and construction management of PROJECT CONSTRUCTION WORK.

2. In accordance with the Strategic Plan, to be responsible for 42.5% of the total eligible PROJECT expenses, excluding SANBAG Management and Oversight expenses, incurred by AUTHORITY for an amount not to exceed $23,630,190 as shown in Attachment A, which is attached hereto and by this reference made part of this Agreement.

3. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) and the Single Audit Act of 1984, as amended, as outlined in the Federal Ofice of Management and Budget (OMB) Circular A-133, to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT CONSTRUCTION WORK elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.

4. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT CONSTRUCTION WORK costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in

conformance with this Agreement and for those PROJECT-specific PROJECT CONSTRUCTION WORK activities.

5. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT CONSTRUCTION WORK. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.

6. To repay CITY any reimbursement for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the CITY reserves the right to withhold future payments due AUTHORITY from any source under CITY's control.

7. To include CITY in Project Development Team (PDT) meetings and construction progress meetings, if and when such meetings are held, and related communications on PROJECT progress as well as to provide monthly construction updates to CITY.

8. To act as the Project Manager including the selection and retention of consultants, construction managers and contractors to perform the work on the PROJECT. Performance of services under these contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.

9. With respect to a change order or contract amendment exceeding $100,000, AUTHORITY agrees to first provide such change order or contract amendment to CITY to review and reasonably concur (through individual designated with this authority by CITY, respectively, to review change orders or contract amendments) prior to AUTHORITY approval of the change orders or contract amendments which approval shall not be unreasonably withheld or delayed.

10. Upon completion of construction of PROJECT, AUTHORITY shall deliver to CITY a complete set of reproducible "as-built" plans of the PROJECT.

11. AUTHORITY shall notify CITY of the bids received and the amounts thereof. Within ten (10) days thereafter, AUTHORITY shall determine the construction cost of the PROJECT. If the construction cost is over $36,520,142, but not greater than 20% over that cost, the Parties agree to meet and confer in good faith to determine how to resolve any potential cost overruns beyond the respective program funding limits.

12. AUTHORITY shall serve as the Legally Responsible Person (LRP) for the PROJECT per the Statewide Construction General Permit Order No. 2009-009-DWQ, NPDES No. CAS000002, appendix 5. As the construction of the project is being administered by AUTHORITY the control of the contract by AUTHORITY does not make CITY eligible to be the legally responsible person to sign the Notice of Intent or their related documents identified in the General Construction Permit (GCP). This Condition qualifies as a special circumstance under the CGP, and CITY LRP may authorize the controlling agency to be the LRP for the PROJECT. The CITY's LRP can authorizes a representative of AUTHORITY to be designated the "Legally Responsible Person" as noted in Appendix 5 of the General Construction Permit.

13. To be responsible for providing all information to the public regarding the PROJECT's construction in accordance with a mutually acceptable Public Outreach Program established for construction of PROJECT. AUTHORITY will provide the necessary information as needed to keep public informed of the status, progress, and closures, with coordination with CITY.

SECTION II

CITY RESPONSIBILITIES:

1. In accordance with the Strategic Plan, to be responsible for 100% of the AUTHORITY Management and Oversight costs in an amount not to exceed $600,000 as shown in Attachment A and a 57.5% share of the total eligible PROJECT expenses incurred in an amount not to exceed $31,970,255 as shown in Attachment A, attached hereto and made part of this Agreement. Also in accordance with the Strategic Plan, to fund its share of eligible PROJECT CONSTRUCTION WORK expenses from CITY's Development Impact Fees (DIF) account, except as provided herein or as allowed by the AUTHORITY's Measure I Strategic Plan.

2. It is noted that AUTHORITY's Nexus Study assigns a 5.9% share of the total eligible PROJECT expenses to the County of San Bernardino and a 0.9% share of the total eligible PROJECT expenses to the Town of Apple Valley which would reduce CITY's share to 50.7%. It is CITY's responsibility to negotiate the appropriate agreements with the County of San Bernardino and the Town of Apple Valley for their share of the total eligible PROJECT expenses. Absent any such agreements, CITY will be responsible for a 57.5% share of the total eligible PROJECT expenses.

3. In addition to costs identified in Section II, Paragraph 1, CITY will work with Caltrans and the appropriate federal agencies to have the following state and

federal grants assigned to SANBAG for PROJECT expenses and administration:

Grant	Amount
SAFETEA-LU – IMD Program P.L. 109-59	$1,358,280
SAFETEA-LU – IMD Program P.L. 111-68	$1,000,000
SAFETEA-LU IMD Program H.R. 1105 Omnibus Appropriation	$650,750

4. To deposit with AUTHORITY, upon award of a construction contract by AUTHORITY for the PROJECT, the amount of $3,000,000 for use by AUTHORITY for PROJECT expenses.

5. To acquire the necessary right-of-way needed for the construction of the PROJECT and to allow access to such acquired property to AUTHORITY and its designees for PROJECT CONSTRUCTION WORK purposes.

6. To ensure that, if needed, a right-of-way Cert 3w, as defined by the Caltrans Right-of-Way Manual, is obtained no later than May 18, 2012.

7. To provide written authorization that AUTHORITY shall serve as the Legally Responsible Person (LRP) for the PROJECT per the Statewide Construction General Permit Order No. 2009-009-DWQ, NPDES No. CAS000002, appendix 5.

8. To approve and cause to be signed by its City Engineer the design plans of improvements within CITY right-of-way; and by Caltrans for design plans of improvements within the State right-of-way.

9. If CITY, requests additional work that is beyond the scope of the original PROJECT, said work will be paid solely by the CITY.

10. To maintain, repair and renew, upon completion of the PROJECT, the portion of the PROJECT outside of the STATE right of way, including without limitation, the structures and appurtenances, superstructures, piers and abutments, retaining walls, lighting, traffic signals, drainage systems, roadway pavement, roadway facilities, curb and gutter, striping, signage, and fencing and to follow the terms of the Freeway Agreement entered into between the CITY and Caltrans on August 7th, 2007 as authorized by Resolution No. 07-104 of CITY.

11. To provide the PROJECT construction bid package - including the plans, special provisions, and engineer's estimate (PS&E) to AUTHORITY. CITY design consultants shall be responsible for the professional quality, technical accuracy, and coordination of all PS&E services. Design consultants may be liable for

PROJECT costs resulting from errors or deficiencies, fines, penalties, and damages in services furnished.

a. When a modification to a construction contract is required because of an error or deficiency in the PS&E services provided by CITY, the AUTHORITY (with the advice of technical personnel and legal counsel) shall consider the extent to which the design consultant are responsible.

b. CITY shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost required for the enforcement or is otherwise in the PROJECT's interest.

12. To provide and be responsible for all design consultant(s) Construction Support services cost.

13. To provide all City permits and waive City fees required to construct the PROJECT. The contractor(s) shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. If a federal appropriation or earmark is used for PROJECT CONSTRUCTION WORK costs, application of those funds shall be consistent with AUTHORITY Policy 40013/VV-MLH-27.

2. The total PROJECT costs have been determined to be $59,209,475 as identified in Attachment A.

3. CITY has already expended or has encumbered under contract to be expended a total of $6,411,807 towards PROJECT costs as identified in Attachment B. This amount and all other eligible expenditures will be credited against CITY's share of PROJECT expenses as identified in Section II, Paragraph 1.

4. Eligible PROJECT expense reimbursements shall include only those costs incurred by AUTHORITY for PROJECT activities that are described in this Agreement and Attachment A and shall not include escalation or interest.

5. Within the cost estimate in Attachment A, the AUTHORITY, at AUTHORITY's sole discretion, may assign additional resources to the PROJECT CONSTRUCTION WORK to facilitate its timely completion.

6. The Parties acknowledge that final PROJECT costs may ultimately exceed current estimates of PROJECT costs. Any additional PROJECT costs resulting from increased bid prices, change orders, or arising from unforeseen site conditions, including Utility relocation (but not from requested additional work by CITY) over the estimated total PROJECT funding limit addressed in Section III, Paragraph 2 above shall be divided among CITY and AUTHORITY. CITY shall be responsible for 57.5% of additional PROJECT costs and AUTHORITY will be responsible for 42.5% of additional PROJECT costs.

7. CITY's remaining balance of PROJECT expenses is $23,158,448 after the $3,000,000 deposit identified in Section II, Paragraph 4 and the $6,411,807 paid or encumbered and to be paid towards PROJECT expenses as identified in Section III, Paragraph 3.

8. CITY's remaining balance of PROJECT expenses will be due upon acceptance of the PROJECT by Caltrans. In the event CITY is unable to pay the remaining balance upon the acceptance of the PROJECT by Caltrans, the amount due will be considered a loan to CITY by AUTHORITY at which time CITY will have ten years to pay back loan with interest. The parties' intention is that if a loan is required, they will negotiate and enter into a new loan agreement, however, it is their further intention that the terms of such a loan agreement will include, but not be limited to, such provisions as: The first payment will be due 24 months after acceptance of PROJECT by Caltrans. Subsequent payments shall be made on an annual basis and the principal amount of the repayment will be in equal payments based on the outstanding balance and the remaining term of the loan. Interest will be calculated annually on any unpaid balance at the same rate as applied to the State of California Local Agency Investment Fund.

9. In the event of CITY's inability or failure to make its annual payment on the loan from AUTHORITY, AUTHORITY is hereby authorized to withhold from CITY the disbursement of any current or future allocation(s) of Measure I Local Streets funds and to apply such current or future allocation(s) to the CITY's remaining balance of PROJECT expenses plus interest unless CITY makes its payment toward the loan as outlined in Section III, Paragraph 8 and all past due amounts and interest are paid in full.

10. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or

omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

11. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.

12. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

13. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by AUTHORITY or CITY.

14. This Agreement shall continue in full force and effect through December 31, 2016, In the event that the conditions in Section III, Paragraph 8 are not fulfilled as of December 31, 2016, then AUTHORITY shall continue to withhold from CITY the disbursement of any current or future allocation(s) of Measure I Local Streets funds and to apply such current or current allocation(s) as provided in Section III, Paragraph 9, the force and effect of which shall survive the termination date of December 31, 2016, or any other termination of this Agreement, until CITY's obligation to AUTHORITY is satisfied.

15. This Agreement shall not be terminated without written mutual consent by all Parties.

16. All Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to this Agreement.

17. In the event AUTHORITY determines PROJECT CONSTRUCTION WORK may exceed the not to exceed amounts identified in this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the contribution amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT CONSTRUCTION WORK costs in excess of the

contribution amounts identified in this Agreement absent a written amendment that is approved by all Parties.

18. A separate amendment to this Agreement is anticipated to be necessary between the Parties to reconcile the PROJECT finances for all phases of work and define the final funding responsibilities following construction close-out of the PROJECT.

19. Except on subjects preempted by Federal law, this Agreement shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.

20. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of three (3) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.

21. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.

22. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.

23. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 4 through 9 of this Section.

24. This Agreement may be signed in counterparts, each of which shall constitute an original.

25. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.

26. All contract change orders for PROJECT CONSTRUCTION WORK shall be approved by AUTHORITY, except that all change orders exceeding $100,000 shall receive concurrence by the CITY prior to approval by AUTHORITY. Claims from Contractors will be resolved using AUTHORITY's procedures. AUTHORITY will consult with CITY prior to settling any claims, and CITY shall be responsible for funding CITY's pro-rata share of PROJECT

CONSTRUCTION WORK costs for all settled claims and change orders for the PROJECT.

27. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

    a. HM-2 is defined as 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.

    b. CITY, independent of PROJECT, is responsible for any HM-1 found within existing CITY right of way. CITY will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.

    c. CITY has no responsibility for management activities or costs associated with HM-1 found outside the existing CITY right of way. In the event that any HM-1 is found within PROJECT limits, but outside existing CITY right of way. AUTHORITY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and all costs associated with HM-1 management activities will be a CONSTRUCTION WORK cost to be shared by the CITY and AUTHORITY in accordance with the terms of this agreement.

    d. If HM-2 is found within the limits of PROJECT, AUTHORITY will be responsible for HM-2 management activities and any management activity cost associated with HM-2 will be a CONSTRUCTION WORK cost to be shared by the CITY and AUTHORITY in accordance with the terms of this Agreement.

    e. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

28. Upon the execution of this AGREEMENT, the Project Advancement Agreement C08156 entered into on February 6, 2008, by and between AUTHORITY and CITY is terminated and superseded by this AGREEMENT.

29. Notices shall be sent as follows:

    If to AUTHORITY: Garry Cohoe, Director of Project Delivery

    1170 West 3rd Street, Second Floor

San Bernardino, CA 92410-1715

(909) 885-4407

If to CITY: Mike Podegracz, City Manager

9700 Seventh Avenue

Hesperia, CA 92345

(760) 947-1025

IN WITNESS WHEREOF, this Agreement has been executed 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: _____

City of Hesperia

By: _____
Russell Blewett Mayor
City of Hesperia

Date: _____

APPROVED AS TO FORM:

By: _____
Penny Alexander-Kelley
SANBAG Counsel

Date: 3/27/12

APPROVED AS TO FORM:

By: _____
Eric L. Dunn
City Attorney

Date: _____

Concurrence

By: _____
Kathleen Murphy Perez
Contracts Manager

C12219

Attachment A

Project Funding Table

I-15 Ranchero Road Interchange PROJECT CONSTRUCTION Funding Table

Component	Cost	SAFETEA-LU – IMD Program	City Share (DIF Fees)	Authority Share**
Project Approval & Environmental Document	$1,056,642		$1,056,642*	$0
Plans, Specifications & Estimates	$4,128,969		$4,128,969*	$0
Right of Way	$9,203,722		$1,090,711* $1,079,011	$7,034,000
Construction Management	$ 7,700,000		$4,427,500	$ 3,272,500
Construction Capital	$ 36,520,142	$3,009,030	$135,485* $ 20,051,937	$ 13,323,690
SANBAG Management and Oversight	$600,000		$600,000	$0
Total	$ 59,209,475	$3,009,030	$ 32,570,255	$ 23,630,190

CITY share is 50.7% of total PROJECT costs, County share is 5.9% and Town of Apple Valley share is 0.9% of total PROJECT costs. CITY is responsible for full 57.5% of total PROJECT costs until CITY can reach appropriate agreements with the County and the Town. AUTHORITY share is 42.5% of total PROJECT cost. CITY share is 100% of SANBAG Management and Oversight of PROJECT CONSTRUCTION WORK cost.

* Amount already paid or encumbered for PROJECT costs by CITY.

**AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, Corridor Mobility Improvement Account (CMIA) funds, and State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this agreement.

Attachment B

CITY Previous Expenditures and Encumbrances

Component	Cost
Project Approval & Environmental Document	$1,056,642
Plans, Specifications & Estimates	$4,128,969
Right of Way	$1,090,711
Construction Capital	$135,485
Total	**$6,411,807**

C12219

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: 23

Date: April 4, 2012

Subject: Metrolink Express Train Continuation

Recommendation:* Approve continuation of Metrolink Express and related Train Service on the San Bernardino Line.

Background: With approval by the Southern California Regional Rail Authority (SCRRA) board, Metrolink weekday express train service began in May of 2011, for a six month trial basis. This service included an inbound 5:45 AM train from San Bernardino (SB) with stops at Rancho Cucamonga and Covina and a return express train leaving Los Angeles (LA) at 5:15 PM making the same stops as the inbound train. Due to equipment turns and crew couplets, four additional regular service trains were added: Two departing SB (one mid-afternoon and one late evening) and two departing LA (one mid-day and one late evening). Due to the complex formula which calculates subsidy costs to each of the five member agencies of the SCRRA, SANBAG realized an annual savings of approximately $53,000. SANBAG will continue to see this annual savings in FY2012/2013 if the service is approved for continuation.

To date, the express train service performs well; however, the four additional regular service trains did not. Attachment "A" contains the February ridership and load factors for all Metrolink trains on the San Bernardino Line.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1204b-maa
Attachment:
BRD1204b1-maa

The express train 384 leaving LA at 5:15 PM and 383 leaving SB at 5:45 AM rank 13th and 20th of all 163 daily trains operated by Metrolink. The four related trains, 382, 385, 386, and 387 are a part of the lowest ranked trains on the Metrolink system. The average ridership for these trains is 49 however each train has a capacity of 675 passengers. As stated above, these added trains are operated to move equipment for the next morning's commute.

Prior to approval by the SANBAG Board with regard to its subsidy to SCRRA, SCRRA's November 2011 Board meeting approved the continuation of express and related train services for the San Bernardino and Antelope Valley lines. Since that decision, SANBAG staff has been requesting the on-going annual costs needed to fund these trains. This information was provided to SANBAG staff within the last 30 days and is now being brought to the Commuter Rail and Transit Committee for consideration.

Financial Impact: The annual SANBAG fiscal impact will be approximately $53,000 in savings for FY2012/2013 and an increase to the annual subsidy of $269,000 beginning FY2013/2014.

Reviewed By: This item was approved and unanimously recommended for approval by the Commuter Rail and Transit Committee on March 15, 2012.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1204b-maa
Attachment:
BRD1204b1-maa

Attachment "A"
Metrolink San Bernardino Line Train Ridership
February 2012

Ranking (163 total trains/day)	Train #	Departure Time	SB	LA	Median Capacity	Median Peak Riders	Median Load Factor	Empty Seats
1	318	3:50 PM		X	534	542	101.5%	-8
2	330	6:20 PM		X	535	525	98.1%	10
4	307	5:52 AM	X		675	595	88.1%	80
9	328	5:45 PM		X	675	564	83.6%	111
10	320	4:20 PM		X	675	562	83.3%	113
12	309	6:12 AM	X		675	555	82.2%	120
13	384	5:15 PM		X	781	633	81.0%	148
20	383	5:45 AM	X		781	604	77.3%	177
23	313	6:52 AM	X		675	516	76.4%	159
30	311	6:32 AM	X		672	478	71.1%	194
31	326	5:25 PM		X	675	480	71.1%	195
32	303	4:52 AM	X		675	477	70.7%	198
41	324	5:00 PM		X	675	445	65.9%	230
43	315	7:12 AM	X		668	429	64.2%	239
48	317	8:15 AM	X		543	336	61.9%	207
49	301	4:06 AM	X		543	332	61.1%	211
52	322	4:38 PM		X	672	389	57.9%	283
53	332	7:20 PM		X	536	310	57.8%	226
65	305	5:15 AM	X		535	223	41.7%	312
68	321	11:00 AM	X		536	219	40.9%	317
76	314	2:20 PM		X	534	178	33.3%	356
83	319	9:40 AM	X		675	169	25.0%	506
85	308	11:20 AM		X	536	128	23.9%	408
87	331	4:00 PM	X		534	117	21.9%	417
89	334	8:30 PM		X	684	141	20.6%	543
90	325	1:00 PM	X		536	107	20.0%	429
96	333	5:10 PM	X		536	102	19.0%	434
104	304	9:02 AM		X	660	99	15.0%	561
110	310	12:20 PM		X	534	73	13.7%	461
111	327	2:00 PM	X		534	73	13.7%	461
112	336	9:30 PM		X	675	91	13.5%	584
114	335	6:25 PM	X		534	69	12.9%	465
116	385	2:30 PM	X		534	62	11.6%	472
121	300	5:45 AM		X	543	58	10.7%	485
122	382	12:50 PM		X	534	57	10.7%	477
127	302	7:45 AM		X	675	66	9.8%	609
135	337	7:28 PM	X		675	42	6.2%	633
136	329	3:00 PM	X		675	41	6.1%	634
137	386	11:00 PM		X	675	41	6.1%	634
148	387	9:05 PM	X		675	34	5.0%	641

163 Total Metrolink Daily Trains

Trains 383 & 384 are expesss trains stopping at Rancho Cucamonga and Covina.

Trains 382, 385, 386, & 387 were added as a result of needed train crew cuplets for express trains.

Governments SANBAG Working Together

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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: 24

Date: April 4, 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
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1204a-dab
Attachment:
BRD1204a1-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 was 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

BRD1204a-dab
Attachment:
BRD1204a1-dab

ATTACHMENT 1

LOCAL STIMULUS PROGRAM PROJECT STATUS
March 19, 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	$1,193,216.88	$0.00	
	All projects complete.			
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).	$178,055.11	$0.00	
	All projects complete.			
Colton	Laurel Street Grade Separation	$732,660.37	$732,660.37	9/30/12
	Project in design.			
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	$1,090,178.63	$1,090,178.63	9/30/12
	Slover Ave. and Auto Center Dr. completed. Valley Blvd. project in construction.			
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	$83,939.00	$4,870.00	11/16/12
	Misc. Sidewalk Repairs and Michigan Street in construction. All others complete.			
Highland	Pavement rehabilitation on Base Line from State Route 210 to Cole Avenue	$742,413.30	$742,413.30	9/30/12
	Construction to start February 2012.			
Loma Linda	Lawton Avenue Pavement Rehabilitation	$320,641.69	$0.00	
	Project complete.			
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	$155,000.00	$0.00	
	Fremont projects completed. Intersection projects in construction.			

LOCAL STIMULUS PROGRAM PROJECT STATUS
March 19, 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 19, 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	$0.00	
	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 19, 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	$215,458.41	$0.00	
	National Trails Highway @ Amboy Rehabilitation	$381,489.59	$381,489.59	9/30/12
	ARRA Rural Allocation (Amboy Rd.)*	$1,200,000.00	$0.00	
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		$20,591,212.84	
	projects underway/not billed		$10,808,787.16	

Governments SANBAG Working Together

San Bernardino Associated Governments

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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: 25

Date: April 4, 2012

Subject: Yucca Loma Bridge Construction Funding Agreement between San Bernardino County Transportation Authority and Town of Apple Valley

Recommendation:* Approve Construction Funding Agreement C12227 with the Town of Apple Valley (TOWN) and San Bernardino Associated Governments (AUTHORITY) for construction of the Yucca Loma Bridge.

Background: **This is a new agreement.** In August 2009, The Town of Apple Valley nominated the Yucca Loma Bridge project as one of their Major Local Highway Program (MLHP) projects in the Victor Valley subarea. It was subsequently identified by the Victor Valley Subarea as one of their highest priority projects utilizing MLHP funds.

On September 25, 2009 the Mountain/Desert Committee approved the project as eligible for an allocation of MLHP funds as they became available. Funds were allocated at the March 18, 2011 Mountain Desert Committee meeting as the Victor Valley subarea allocations of MLHP funds are made on a case-by-case basis.

The Town of Apple Valley has asked AUTHORITY to enter into a Construction Funding Agreement for the Yucca Loma Bridge project. Contract 12227 defines the contributions, roles and responsibilities and the Agreement expires upon reimbursement of eligible expenses up to the maximum AUTHORITY contribution of $15,800,000.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1204c-dab
Attachment:
C12227

Project Location and Description. The Yucca Loma Bridge construction project is located primarily in the Mojave River between the terminus of Yucca Loma Road near Kasanka Trail in the Town of Apple Valley and the terminus of Yates Road in the County of San Bernardino. The Town of Apple Valley is the Lead Agency on the project under a Cooperative Agreement with San Bernardino County.

The construction project will include not only the bridge itself but construction of an approach roadway to the east at Yucca Loma Road and to the west at Yates Road, a new regional storm water outfall and interim drainage facilities, and bridge lighting.

Partner Agencies. The Cooperative Agreement will be presented to the Apple Valley Town Council on March 13, 2012 for their review and approval. The design and right-of-way phases are scheduled to conclude in June 2012.

The Town released a Request for Proposals Notice for Construction Management Services on February 14, 2012. The Town anticipates approval and award of this contract at the Town Council meeting on April 24, 2012 with the construction phase advertised in June 2012.

Construction of the bridge is expected to commence in November 2012.

In accordance with the proposed cooperative agreement, the TOWN, as lead agency, will administer, advertise and award the construction of the Project. The Project construction cost is estimated to be $31,160,939.44. SANBAG's public share of the construction cost is estimated to be $14,022,422.74 (45%) and the TOWN's share estimated to be $17,138,516.69 (55%). SANBAG's financial responsibility shall be a maximum of $15,800,000 which had been previously agreed to by the member agencies of the Victor Valley Subarea and the Board of Directors.

At the Mountain/Desert Committee Meeting on March 23, 2012, a request was made by the TOWN to include a reference to the TOWN's source of funding. After discussion at the meeting, the directors agreed to include modified language as long as it was approved by SANBAG counsel prior to the Agreement's inclusion in the April Board Agenda. The following two sentences have been added to Section II, Paragraph 2 of the Agreement: "TOWN will use funds in its discretion for its local share in accordance with the provisions of Measure I. In accordance with the Strategic Plan, TOWN is able to use alternative funds, provided that TOWN reimburses those funds from development impact fees as development occurs."

Financial Impact: This item has no direct impact on the adopted fiscal year 2011/2012 budget. Task No. 88912000 will be included in the fiscal year 2012/2013 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on March 16, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the Agreement as to form.

Responsible Staff: Duane A. Baker, Director of Management Services

BRD1204c-dab
Attachment:
C12227

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12227 Amendment No. _____

By and Between

Town of Apple Valley and San Bernardino Associated Governments

Contract Description: Construction Funding Agreement for Yucca Loma Bridge

Board of Director's Meeting Date: 4/4/2012
Overview of BOD Action: Approval of Funding Agreement

Is this a Sole-Source procurement? ☐ Yes ☐ No

CONTRACT OVERVIEW

Original Contract Amount	$	14,071,401.73	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	14,071,401.73	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	14,071,401.73

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
4/4/12	12-31-2015	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 88912000.
☐ 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 3-15-12	Project Manager Signature	Date 3/15/12
Chief Financial Officer Signature	Date 3/22/12	Contracts Manager Signature	Date

CONSTRUCTION FUNDING AGREEMENT NO. C12227

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

TOWN OF APPLE VALLEY

FOR

CONSTRUCTION PHASE OF THE YUCCA LOMA BRIDGE, A MOJAVE RIVER BRIDGE CROSSING FROM TERMINUS OF YUCCA LOMA ROAD TO YATES ROAD, TOWN OF APPLE VALLEY

THIS CONSTRUCTION FUNDING AGREEMENT ("Agreement") is effective on the Effective Date as defined herein, by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the Town of Apple Valley (hereinafter referred to as "TOWN"), (AUTHORITY and TOWN are each a "Party" and collectively "Parties").

RECITALS:

WHEREAS, AUTHORITY prepared a study referred to herein as the Nexus Study dated November 7, in which the document identifies Major Local Highway Program projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, AUTHORITY and TOWN intend to construct a new bridge over the Mojave River at the terminus of Yucca Loma Road in the TOWN of APPLE VALLEY, identified as Caltrans Project No. 0892499L as described in Attachment A ("PROJECT"); and

WHEREAS, the PROJECT is identified in the Victor Valley Subarea Major Local Highway Program Project List and the SANBAG Nexus Study and the PROJECT will be carried out in accordance with the policies of the Measure I 2010-2040 Strategic Plan ("Strategic Plan"), including the use of Development Impact Fees by TOWN to pay its share of PROJECT costs; and

WHEREAS, the Parties wish to enter into this Construction Funding Agreement ("Agreement") for Construction and Construction Support Services necessary to manage

and construct the Yucca Loma Bridge in the TOWN of Apple Valley hereinafter referred to as "PROJECT CONSTRUCTION WORK"; and

WHEREAS, this Agreement is intended to delineate responsibilities of the Parties for the PROJECT in connection with funding, contracting, construction and project administration; and

WHEREAS, the Parties agree that TOWN will act as lead agency for the PROJECT CONSTRUCTION WORK; and

WHEREAS, it is anticipated that a future amendment to this Agreement will be necessary to reconcile any outstanding payments and each Party's overall contribution for all phases of work.

NOW, THEREFORE, the Parties agree to the following:

SECTION I

AUTHORITY RESPONSIBILITIES:

1. In accordance with the Strategic Plan, to be responsible for 45% of the total estimated CONSTRUCTION costs , for an amount not to exceed $14,071,401.73 as shown in Attachment B, which is attached hereto and by this reference made part of this Agreement.

2. To reimburse TOWN, as provided in Section III, within (30) days after TOWN submits to AUTHORITY an original and two copies of the signed invoices in the proper form covering the Eligible Construction Expenditures as defined in Section III.3, that were incurred by TOWN, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information as AUTHORITY may require. Invoices may be submitted to AUTHORITY as frequently as monthly.

3. To cooperate in having a PROJECT-specific audit completed by TOWN, at its option, upon completion of the PROJECT CONSTRUCTION WORK. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.

SECTION II

TOWN RESPONSIBILITIES:

1. To be the lead agency for this PROJECT and to undertake and lead the advertisement, award, administration and construction management of PROJECT CONSTRUCTION WORK.

2. In accordance with the Strategic Plan, to be responsible for 55% share of the estimated CONSTRUCTION costs in an amount not to exceed $17,198,379.89 as shown in Attachment B, attached hereto and made part of this Agreement. TOWN will use funds in its discretion for its local share in accordance with the provisions of Measure I. In accordance with the Strategic Plan, TOWN is able to use alternative funds, provided that TOWN reimburses those funds from development impact fees as development occurs.

3. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) and the Single Audit Act of 1984, as amended, as outlined in the Federal Office of Management and Budget (OMB) Circular A-133, to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate Eligible Construction Expenditures and submit to AUTHORITY monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by TOWN.

4. To prepare a final accounting of expenditures, including a final invoice for the Eligible Construction Expenditures . The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to AUTHORITY.

5. To repay AUTHORITY any reimbursement for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of TOWN receiving notice of audit findings, which time shall include an opportunity for TOWN to respond to and/or resolve the finding. Should the finding not be otherwise resolved and TOWN fails to reimburse monies due AUTHORITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the AUTHORITY reserves the right to withhold future payments due TOWN from any source under AUTHORITY's control.

6. If TOWN requests additional work that is beyond the scope of the original PROJECT, said work will be paid solely by the TOWN.

7. To maintain, repair and renew, upon completion of the PROJECT, the portion of the PROJECT outside of the STATE right of way, including without limitation, the structures and appurtenances, superstructures, piers and abutments, retaining walls, lighting, traffic signals, drainage systems, roadway pavement, roadway facilities, curb and gutter, striping, signage.

8. Within 24 hours of construction bid opening, TOWN shall notify AUTHORITY of the bids received and the amounts thereof. Within ten (10) days thereafter, TOWN shall determine the total construction cost of the PROJECT, including the construction bid amount, the construction management bid amount, and the contingency amount,. If the total construction cost is over$31,269,781.62, the Parties agree to meet and confer in good faith to determine how to resolve any potential cost overruns beyond the respective program funding limits.

9. TOWN shall serve as the Legally Responsible Person (LRP) for the PROJECT per the Statewide Construction General Permit Order No. 2009-009-DWQ, NPDES No. CAS000002, appendix 5. As the construction of the project is being administered by TOWN the control of the contract by TOWN does not make AUTHORITY eligible to be the legally responsible person to sign the Notice of Intent or their related documents identified in the General Construction Permit (GCP). This Condition qualifies as a special circumstance under the CGP, and AUTHORITY LRP may authorize the controlling agency to be the LRP tor the PROJECT. The AUTHORITY's LRP can authorizes a representative of TOWN to be designated the "Legally Responsible Person" as noted in Appendix 5 of the General Construction Permit.

SECTION III

IT IS MUTUALLY AGREED:

1. If a federal appropriation or earmark is used for PROJECT CONSTRUCTION WORK costs, application of those funds shall be consistent with AUTHORITY Policy 40013/VV-MLH-27.

2. The total CONSTRUCTION costs have been estimated to be $31,269,781.62 as identified in Attachment B.

3. Eligible Construction Expenditures shall include only those costs incurred by TOWN for PROJECT activities that are described in Attachment C and shall not include escalation or interest.

4. The Parties acknowledge that final CONSTRUCTION costs may ultimately exceed current estimates of CONSTRUCTION costs. Any additional CONSTRUCTION costs resulting from increased bid prices, change orders, or arising from unforeseen site conditions, including Utility relocation over the estimated total PROJECT funding limit addressed in Section III, Paragraph 2 above shall be divided among TOWN and AUTHORITY. TOWN shall be responsible for 55% of additional CONSTRUCTION costs and AUTHORITY will be responsible for 45% of additional CONSTRUCTION costs.

5. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, TOWN shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement.

6. Neither TOWN nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless TOWN, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.

7. TOWN is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

8. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by AUTHORITY or TOWN.

9. This Agreement shall continue in full force and effect through December 31, 2015.

10. This Agreement shall not be terminated without written mutual consent by all Parties.

11. All Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to this Agreement.

12. In the event TOWN determines that the amount of the Eligible Construction Expenditures may exceed the not to exceed amounts identified in this

Agreement, TOWN shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the contribution amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for costs in excess of the contribution amounts identified in this Agreement absent a written amendment that is approved by all Parties.

13. Except on subjects preempted by Federal law, this Agreement shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.

14. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of three (3) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.

15. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.

16. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.

17. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 4 through 9 of this Section.

18. This Agreement may be signed in counterparts, each of which shall constitute an original.

19. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.

20. Hazardous materials are defined as those materials (including but not limited to hazardous waste) that require removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

a. Except as expressly set fort herein, AUTHORITY has no responsibility for management activities or costs associated with hazardous materials.

b. TOWN, independent of PROJECT, is responsible for any hazardous materials found within existing TOWN right of way. TOWN will undertake hazardous materials management activities with minimum impact to PROJECT schedule and will pay all costs associated with hazardous materials management activities.

c. I In the event that any hazardous materials are found within PROJECT limits, but outside existing TOWN right of way. TOWN will undertake, or cause to be undertaken, hazardous materials management activities with minimum impact to PROJECT schedule, and at the cost of the person or persons responsible therefore.

d. Management activities associated with either hazardous materials include, without limitation, any necessary manifest requirements and designation of disposal facility.

21. Notices shall be sent as follows:

If to AUTHORITY: Duane A. Baker, Director of Management Services

1170 West 3rd Street, Second Floor

San Bernardino, CA 92410-1715

(909) 884-8276

If to TOWN: Frank Robinson, TOWN Manager

14955 Dale Evans Parkway

Apple Valley, CA 92307

(760) 240-7000

IN WITNESS WHEREOF, this Agreement has been executed 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: _____

TOWN of Apple Valley

By: _____
Barb Stanton, Mayor
TOWN of Apple Valley

Date: _____

APPROVED AS TO FORM:

By: _____
Penny Alexander-Kelley
SANBAG Counsel

Date: _____

APPROVED AS TO FORM:

By: _____
John Brown
TOWN Attorney

Date: _____

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

Date: _____

ATTACHMENT A

Project Description and Proposed Improvements
Yucca Loma Bridge Project ("Project")

Federal Project No.: STPL-5453(011)
Caltrans EA No.: 08-92499L
FTIP ID No.: 200049

Project is located primarily in the Mojave River between the terminus of Yucca Loma Road near Kasanka Trail in the Town of Apple Valley and the terminus of Yates Road in the County of San Bernardino ("County). The Town of Apple Valley is the Lead Agency on the Project under a Cooperative Agreement with the County.

Major elements of the Project include the following:

- Construction of a 13-span, approximately 1600 ft. long by 100 ft. wide bridge
- Construction of approach roadway to the east at Yucca Loma Road
- Construction of approach roadway to the west at Yates Road
- Construction of a new regional storm water outfall and interim drainage facilities
- Bridge lighting

The bridge will be a cast-in-place, prestressed, post-tension concrete box girder, supported on reinforced concrete column bents and seat type abutments and founded on large diameter cast-in-drilled hole deep pile foundations.

CONSTRUCTION Start: November 2012
CONSTRUCTION End: October 2014

ATTACHMENT B

Summary of CONSTRUCTION Costs (estimate)
Yucca Loma Bridge Project ("Project")

PROJECT CONSTRUCTION Funding Table

Component	Cost	SAFETEA-LU – STP Program	TOWN Share*	Authority Share**
Construction Items	$26,058,151.36			
Construction Mgt.	$3,908,722.70			
Contingency	$,1302,907.57			
Total	31.269,781.62	$750,000	17,198,379.89	14.071,401.73

TOWN share is 55% of total PROJECT costs, AUTHORITY share is 45% of total PROJECT cost. * TOWN share is discussed in Section II, Paragraph 2 of Agreement. **AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, Corridor Mobility Improvement Account (CMIA) funds, and State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this agreement.

ATTACHMENT C

Construction Cost Estimate
Yucca Loma Bridge Over the Mojave River - Phase 1

(Updated 04/27/2011)

Item No.	Item Code	Item Description	Unit	Quantity	Price	Amount	PE
1	070012	Progress Schedule (Critical Path Method)	LS	1	$5,000.00	$ 5,000.00	
2	071325	Temporary Fence (Type ESA)	LF	10225	$ 5.00	$ 51,125.00	
3	074016	Construction Site Management	LS	1	$ 10,000.00	$ 10,000.00	
4	074019	Prepare Storm Water Pollution Prevention Plan	LS	1	$ 3,000.00	$ 3,000.00	
5	074020	Water Pollution Control	LS	1	$ 15,000.00	$ 15,000.00	
6	074028	Temporary Fiber Roll	LF	5500	$ 2.50	$ 13,750.00	
7	074029	Temporary Silt Fence	LF	5500	$ 3.00	$ 16,500.00	
8	074033	Temporary Construction Entrance	EA	2	$ 4,500.00	$ 9,000.00	
9	074038	Temporary Drainage Inlet Protection	EA	30	$ 175.00	$ 5,250.00	
10	074042	Temporary Concrete Washout (Portable)	EA	2	$ 850.00	$ 1,700.00	
11	074057	Storm Water Annual Report	EA	2	$ 1,000.00	$ 2,000.00	
12	120120	Temporary Barricade (Type III)	EA	4	$ 80.00	$ 320.00	
13	128009	Temporary Railing (Type K)	LF	100	$ 20.00	$ 2,000.00	
14	150605	Remove Fence	LF	460	$ 5.00	$ 2,300.00	
15	150769	Remove Asphalt Concrete	SQFT	5695	$ 6.00	$ 34,110.00	
16	150771	Remove Asphalt Concrete Dike	LF	125	$ 6.50	$ 812.50	
17	150748	Remove Roadside Sign	EA	4	$ 75.00	$ 300.00	
18	153215	Remove Concrete Curb and Gutter	LF	175	$ 10.00	$ 1,750.00	
19	153213	Remove Concrete Structure (Restoration Area)	LS	1	$ 1,000.00	$ 1,000.00	
20	153112	Cold Plane Asphalt Concrete Pavement (2" Max)	SY	200	$ 18.00	$ 3,600.00	
21	152386	Relocate Roadside Sign - One Post	EA	2	$ 200.00	$ 400.00	
22	152438	Adjust Frame and Cover to Grade	EA	2	$ 500.00	$ 1,000.00	
23	152439	Adjust Frame and Grate To Grade	EA	2	$ 500.00	$ 1,000.00	
24	152440	Adjust Manhole To Grade	EA	2	$ 500.00	$ 1,000.00	
25	160101	Clearing and Grubbing (Roadway & Bridge)	AC	10	$ 5,000.00	$ 50,000.00	
26	160120	Remove Tree	EA	14	$400.00	$ 5,600.00	
27	170101	Develop Water Supply	LS	1	$ 5,000.00	$ 5,000.00	
28	190101	Roadway Excavation	CY	2000	$ 20.00	$ 40,000.00	F
29	190185	Shoulder Backing	CY	5	$ 45.00	$ 225.00	
30	192003	Structure Excavation (Bridge)	CY	4132	$ 50.00	$ 206,600.00	
31	192037	Structure Excavation (Retaining Wall)	CY	179	$ 50.00	$ 8,950.00	
32	193003	Structure Backfill (Bridge)	CY	421	$ 50.00	$ 21,050.00	
33	193013	Structure Backfill (Retaining Wall)	CY	282	$ 50.00	$ 14,100.00	
34	198001	Imported Borrow	CY	8000	$ 20.00	$ 160,000.00	
35	203016	Erosion Control (Type D) (Restoration Area Hydroseed)	AC	18	$ 3,500.00	$ 63,000.00	
36	260201	Class 2 Aggregate Base	CY	1355	$ 60.00	$ 81,300.00	
37	390133	Hot Mix Asphalt (Type B)	TON	815	$ 85.00	$ 69,275.00	
38	394073	Place Hot Mix Asphalt Dike (Type A)	LF	92	$ 8.00	$ 736.00	
39	490611	72" Cast-In-Drilled-Hole Concrete Piling	LF	960	$ 1,000.00	$ 960,000.00	
40	490622	120" Cast-In-Drilled-Hole Concrete Piling	LF	3832	$ 1,500.00	$ 5,748,000.00	

41	500001	Prestressing Cast-In-Place Concrete	LS	1	$2,650,000.00	$ 2,650,000.00	
42	510051	Structural Concrete, Bridge Footing	CY	227	$ 400.00	$ 90,800.00	
43	510053	Structural Concrete, Bridge	CY	12516	$ 600.00	$ 7,508,600.00	
44	510060	Structural Concrete, Retaining Wall	CY	113	$ 600.00	$ 67,800.00	
45	510088	Structural Concrete, Approach Slab (Type N Modified)	CY	273	$ 550.00	$ 150,150.00	
46	510502	Minor Concrete (Minor Structure)	CY	85	$ 750.00	$ 63,750.00	
47	511034A	Architectural Treatment (City Logo)	EA	4	$ 2,000.00	$ 8,000.00	
48	518050	PTFE Bearings	EA	40	$ 4,000.00	$ 160,000.00	
49	519095	Joint Seal Assembly (MR 4")	LF	181	$ 300.00	$ 54,300.00	
50	519118	Joint Seal Assembly (MR 9")	LF	200	$ 1,200.00	$ 240,000.00	
51	520102	Bar Reinforcing Steel (Bridge)	LB	2389600	$ 0.95	$ 2,281,050.00	
52	520103	Bar Reinforcing Steel (Retaining Wall)	LB	8300	$ 0.85	$ 7,055.00	
53	566011	Roadside Sign (Barrier Mounted)	EA	9	$ 250.00	$ 2,250.00	
54	630125A	6' x 10' Cast-In-Place Concrete Pipe Arch Culvert	LF	336	$ 400.00	$ 134,400.00	
55	650012	15" Reinforced Concrete Pipe (RCP)	LF	282	$ 80.00	$ 22,560.00	
56	650018	24" Reinforced Concrete Pipe (RCP)	LF	245	$ 100.00	$ 24,500.00	
57	703460	24" Welded Steel Pipe Casing (Bridge)	LF	280	$ 150.00	$ 42,000.00	
58	706608	6' x 10' Cast-In-Place Concrete Pipe Debris Rack	EA	2	$ 7,500.00	$ 15,000.00	
59	707225	48" Precast Storm Drain Manhole	EA	2	$ 5,000.00	$ 10,000.00	
60	721011	Rock Slope Protection (Backing No. 2, Method B)	CY	1125	$ 85.00	$ 95,625.00	
61	721607	Concreted Rock Slope Protection (1/4 Ton, Method B)	CY	2525	$ 125.00	$ 315,625.00	
62	729010	Rock Slope Proection Fabric (Type A)	SQFT	16652	$ 1.00	$ 16,652.00	
63	731504	Minor Concrete (Curb & Gutter)	CY	22	$ 500.00	$ 11,000.00	
64	731516	Minor Concrete (Driveway)	CY	13	$ 500.00	$ 6,500.00	
65	731521	Minor Concrete (Sidewalk)	CY	22	$ 450.00	$ 9,900.00	
66	731523	Minor Concrete (Curb Ramp)	CY	11	$ 500.00	$ 5,500.00	
67	731517	Minor Concrete (Valley Gutter)	LF	95	$ 550.00	$ 52,250.00	
68	750498	Miscellaneous Metal (Restrainer - Cable Type)	LB	21200	$ 7.50	$ 159,000.00	
69	750501	Miscellaneous Metal (Bridge)	LB	9000	$ 7.50	$ 67,500.00	
70	750506	Bridge Deck Drainage System	LB	120700	$ 5.00	$ 603,500.00	
71	707050	Catch Basin (SPPWC TYPE 300-3)	EA	3	$ 2,000.00	$ 6,000.00	
72	810110	Survey Monument	EA	3	$ 500.00	$ 1,500.00	
73	820100A	Historical Marker	EA	3	$ 5,000.00	$ 15,000.00	
74	833139A	Concrete Barrier Type C411 (Mod)	LF	3397	$ 200.00	$ 679,400.00	
75	840501	Thermoplastic Traffic Stripe	LF	140	$ 1.50	$ 210.00	
76	840515	Thermoplastic Pavement Marking	SQFT	22	$ 4.00	$ 88.00	
77	860201	Lighting (Yucca Loma Bridge)	LS	1	$ 225,000.00	$ 225,000.00	
78	200001	Planting (Restoration Area)	LS	1	$ 40,000.00	$ 40,000.00	
79	200101	Imported Topsoil (Restoration Area)	CY	5000	$ 30.00	$ 150,000.00	
80	208000	Irrigation System (Restoration Area)	LS	1	$ 80,000.00	$ 80,000.00	
81	999990	Mobilization	LS	1	$ 2,368,922.85	$ 2,368,922.85	

SUBTOTAL	$ 26,058,151.35
5% CONTINGENCY	$ 1,302,910.00
TOTAL PROJECT COST	$ 27,361,000.00

ATTACHMENT D

San Bernardino Associated Governments		Policy	40013
Adopted by the Board of Directors	April 1, 2009	Revised	04/01/09
Victor Valley Major Local Highways (VVMLH) Program 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 website.
Note: This notice is only in effect when policy is posted to the SANBAG website.

Table of Contents
| Purpose | References | Definitions | Revision History |
Note: This area is used to link to bookmarks inserted in the main paragraph headings.

I. PURPOSE

The purpose of this policy is to establish the requirements for administration of the Victor Valley Major Local Highways Program for Measure I 2010-2040. The policy establishes the fund apportionment and allocation process, the equitable shares for individual jurisdictions, project eligibility, reimbursement mechanisms, limitations on eligible expenditures, and the role of SANBAG. The program will be funded by 25% of the total Measure I 2010-2040 revenue collected in the Victor Valley Subarea. This program will be used by local jurisdictions to fund Major Local Highways projects of benefit to the subarea.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

SANBAG Congestion Management Program

III. DEFINITIONS

Major Local Highways Projects: Major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways, where appropriate. These funds may also be used to leverage other state and federal funds for transportation projects and to perform planning/project reports.

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.

Capital Project Needs Analysis (CPNA): A plan of projected local jurisdiction expenditures for the next five years on Major Local Highways eligible for Major Local Highways Program funds, updated annually and submitted to SANBAG by local jurisdictions. The Capital Project Needs Analysis includes anticipated funding sources, funding amounts, project phasing, and availability of development fair share funds.

IV. POLICIES FOR THE VICTOR VALLEY MAJOR LOCAL HIGHWAYS PROGRAM

A. Major Local Highways – Allocation to Eligible Projects

Policy VVMLH-1: The Major Local Highways Program of the Victor Valley Subarea shall be funded from 25% of the Measure I 2010-2040 revenue collected within the subarea. This amount shall be reserved in a special account to be expended on Major Local Highway Projects of benefit to the subarea. Major Local Highway Projects are defined as major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways. Where appropriate, Major Local Highway Projects funds can be utilized to leverage other state and federal funds for transportation projects and to perform advance planning/project reports.

Policy VVMLH-2: Victor Valley Major Local Highways funds shall be allocated to each jurisdiction over the 30-year life of the Measure, subject to the qualifications stated in the policies below.

a. Each jurisdiction shall receive an approximately equivalent share of the total revenue raised by Major Local Highways Program over the life of the Measure, as adjusted to account for the time-value of money, per Policy VVMLH-4 listed below.
b. If a jurisdiction receives proceeds from a bond sale secured by the Major Local Highways funds, then the portion of the debt service payment attributed to that jurisdiction's projects shall be counted toward that jurisdiction's equitable share percentage.
c. Allocations shall be made with an objective of allowing projects from each jurisdiction of the subarea to be developed during each 10 year period of the Measure's life. The intent is to spread projects so that no jurisdiction has to wait until the last part of the Measure to receive benefits of Major Local Highway funds.
d. Allocations shall be made to projects from candidate project lists, developed according to Policy VVMLH-3.
e. Allocations may serve to maximize leveraging of private, local, federal, and State dollars, with attention to leveraging of Interregional Transportation Improvement Program Funds on the Interregional Road System in the rural areas of the Victor Valley Subarea as well.
f. Allocations shall be made with an objective of delivering projects at the earliest possible date.
g. SANBAG shall actively engage in planning and project delivery of Major Local Highway Projects in collaboration with local jurisdictions and Caltrans in a manner which will minimize the time and cost of project delivery.

Policy VVMLH-3: A master list of projects eligible for Victor Valley Major Local Highways Program funding shall be maintained and periodically updated. The list shall be consistent with the project eligibility criteria in Policy VVMLH-1 and shall be approved by the SANBAG Board, based on a recommendation of the Victor Valley subarea representatives and the Mountain/Desert Committee. In preparing the list, input shall be considered from each of the five local jurisdictions and from other public and private stakeholders, such as Caltrans, neighboring counties, transit agencies, federal agencies, business interests and other non-governmental organizations. The list shall represent the list of eligible projects and shall not represent a commitment by SANBAG to fund all or a portion of those projects. Funding commitments will be managed under the terms of Policy VVMLH-6 shown below.

Policy VVMLH-4: Adjustments for the time-value of money shall be based on comparisons of the net present value of Measure I Major Local Highway Program expenditures by Victor Valley jurisdictions, calculated using a discount rate based on the annual change in the Consumer Price Index for the State of California, as maintained by the California Department of Finance. The expenditure date shall be based on the date of

consultant/contractor invoices provided to SANBAG for reimbursement on eligible Major Local Highways Program projects.

Policy VVMLH-5: By September 30 of each year, Victor Valley jurisdictions must submit a Five Year Capital Projects Needs Analysis (CPNA) for projects in the Victor Valley Major Local Highways Program. The CPNAs cover a five year prospective period that commences the following fiscal year. The needs analysis shall document project needs by fiscal year and include anticipated funding sources, funding amounts and project phasing where appropriate. The needs analysis shall also demonstrate the availability of the development mitigation fair share funds, where appropriate for projects in the urbanized Victor Valley. Approval of a jurisdiction's CPNA by the jurisdiction's Council/Board of Supervisors must be accommodated within the timeframe of the September 30 submittal date.

Policy VVMLH-6: The SANBAG Board of Directors shall apportion funds to the Major Local Highways Program in the Victor Valley by its February meeting, so that budget documents can be prepared for the subsequent fiscal year, based on a recommendation of the Victor Valley subarea representatives and the Mountain/Desert Committee. The Victor Valley Subarea and Mountain/Desert Committee recommendation shall be informed by requests of Measure I funds contained in the Capital Projects Needs Analysis (CPNA), the status of equitable share percentages from prior years, SANBAG's forecast of Measure I revenue that may be available for the Major Local Highways Program, and SANBAG's assessment of opportunities for leveraging of State and federal funds. The recommendation shall include a table of project phases recommended for funding, project costs, Measure I requests, other funding sources, and the allocation of costs to jurisdictions, at a minimum. SANBAG staff shall maintain a cumulative accounting of allocations to projects by jurisdiction, adding allocations to jurisdictions' accounts each year. Measure I funds shall be retained by SANBAG until reimbursed to jurisdictions based on invoices received.

Policy VVMLH-7: Each year, SANBAG staff will compile a list of each jurisdiction and the cumulative amount of Major Local Highway funds received for projects. This list will be used by members of the subarea and the Mountain/Desert Committee to make their allocation recommendation to the SANBAG Board of Directors.

Policy VVMLH-8: Equitable shares may be adjusted based on annexation of unincorporated areas into a Town or the incorporation of previously unincorporated areas into a new Town.

B. Development Fair Share Contribution

Policy VVMLH-9: Development Fair Share Contribution is required by Measure I 2010-2040 for Major Local Highway Projects covered under the Development Mitigation Nexus Study for the urbanized areas or a Traffic Impact Analysis in the non-urban areas, excluding any eligible freeway mainline projects. Development fair share for arterials, interchanges and railroad grade crossings are determined by the most recent version of the Nexus Study adopted by the SANBAG Board of Directors in the urbanized Victor Valley or by a Traffic Impact Analysis as required by the SANBAG Congestion Management Program in the non-urbanized areas.

Policy VVMLH-10: Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the required development fair share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs..

C. Cost Reimbursement

Policy VVMLH-11: The Major Local Highway program shall be administered as a cost reimbursement program. Sponsoring agencies shall enter into Project Funding

Agreements with SANBAG 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 VVMLH-12: 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 VVMLH-23.
- 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.

Policy VVMLH-13: A local jurisdiction may begin expenditure of funds following the execution of the Project Funding Agreement. The Project Funding Agreement 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, as required by Policy VVMLH-9. The Project 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 Project Funding Agreement.

Policy VVMLH-14: Local jurisdictions that desire to deliver a Major Local Highway project to which funds cannot be allocated in a given year shall be eligible for reimbursement through an Advance Expenditure Agreement.

D. Local Jurisdiction Invoices

Policy VVMLH-15: Local jurisdictions shall submit invoices to SANBAG for actual expenditures incurred for components of a project as identified in the scope of work included in the Project Funding Agreement. Invoices may be submitted to SANBAG no more frequently than monthly.

Policy VVMLH-16: 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 VVMLH-17: The sponsoring agency shall be reimbursed for the actual project costs minus the development mitigation fair share percentage documented in the SANBAG Development Mitigation Nexus Study, up to the limit of Measure I Major Local Highway funding specified in the Project Funding Agreement.

E. Local Jurisdiction Reimbursement Schedule

Policy VVMLH-18: SANBAG shall reimburse the local jurisdiction for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package.

F. Development Mitigation Fair Share Credit Agreements

Policy VVMLH-19: Local jurisdictions and developers shall be allowed to enter into credit agreements or other arrangements approved by the Town Council/Board of Supervisors. Such agreements will be strictly between the local jurisdiction and the developer. Jurisdictions are advised to provide these credit agreements to SANBAG for review to ensure they are structured in a way that will adequately document private share costs for which the jurisdiction desires credit.

Policy VVMLH-20: A copy of the credit agreement or other arrangement and invoices to substantiate quantities and unit costs for a Nexus Study project included in a credit agreement or other arrangement shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy VVMLH-21: Local jurisdictions that submit an invoice involving a credit agreement or other arrangement shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

Policy VVMLH-22: Reimbursement shall occur for only the public share of the Nexus Study project costs

G. Ineligible Expenditures

Policy VVMLH-23: The following costs are ineligible for reimbursement:

- 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, 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.

H. Construction Cost Overruns

Policy VVMLH-24: Jurisdictions shall bear full responsibility for construction cost overruns, which is established 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. 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.

I. SANBAG Project Management

Policy VVMLH-25: SANBAG may manage development and delivery of Major Local Highway projects when requested to do so by the sponsoring jurisdiction. In such cases, SANBAG's costs for project management shall be borne by the sponsoring agency.

Policy VVMLH-26: The following conditions are established for projects under SANBAG project management:

- The sponsoring agency must submit a written request for SANBAG oversight of the project
- SANBAG staff or SANBAG consultants must have available staff resources for project management
- The sponsoring agency shall pay actual SANBAG project oversight costs, to be estimated in advance by SANBAG, as documented by the SANBAG financial management system.

J. Cost Buy-down for Projects with a Development Share Contribution

Policy VVMLH-27: State, federal, or private funds may be used to buy down either the total cost of a project, the public share of the project cost, or the development share of the project cost based on the following criteria:

1. Funds that buy down the total cost of the project (after which the development fair share percentage is applied) include State grants and Federal Congressional earmarks (through appropriations process, competition, etc.) from transportation sources that are not allocated or approved by SANBAG (e.g., IM, Demo, TEA (Caltrans allocation), TCRP with local agency listed as lead, PUC, HBRR, and railroad contributions).
2. Funds considered part of the public share of the project cost include apportionments or allocations of State or federal transportation funds to SANBAG for funding of projects, whether managed by SANBAG or local agency (e.g., TCRP and PNRS for Alameda Corridor East, CMIA, TCIF, SLPP), and State allocation and Federal apportionment by SANBAG (e.g., STIP, CMAQ, STP, TEA (SANBAG Allocation), TDA).
3. Funds that buy down the development share of the project cost include other state or federal appropriations of funding to a project from a non-transportation source (e.g., HUD, BIA, DOD).

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009

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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: 26

Date: April 4, 2012

Subject: Potential SANBAG Application for Caltrans Bicycle Transportation Account (BTA) Funds for Regional Non-Motorized Transportation Projects

Recommendation:* 1. Receive information and provide direction on potential SANBAG application(s) for Caltrans BTA funds for countywide non-motorized projects (a regional wayfinding system for cyclists and gap closure for bicycle facilities).

2. Authorize staff to include in the application(s) a future commitment of up to $350,000 in funds from a combination of the following funding sources: Measure I 1990-2010 Transportation Management and Environmental Enhancement (TMEE) funds, Transportation Enhancement (TE) funds, and/or Transportation Development Act (TDA) Article 3 funds to use as a match for the grant(s), or as supplemental funds to the grant, should SANBAG be successful in receiving the grant funds.

Background: On April 4, 2011, the Board of Directors approved the 2011 update to the San Bernardino County Non-Motorized Transportation Plan (NMTP), which contains an extensive amount of information on current and future conditions for pedestrians and bicyclists. Specifically, the NMTP details plans for each jurisdiction, policies for encouraging "active transportation", guidelines for developing future non-motorized infrastructure, and implementation priorities for regional projects.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1204b-jmw

Two of the priorities identified in the NMTP are the development of a regional wayfinding system for bicyclists and the identification and closure of gaps in Class II and Class III bikeways. Class II bikeways are bicycle lanes on roadways that include appropriate signage and lane striping, usually adjacent to the curb or parking spaces. Class III bikeways are also known as bicycle routes, which is a generic term for any road, street, path, or way that in some manner is specifically designated for bicycle travel. A recent trend is to have bicycle routes marked with "sharrows" on the pavement along with appropriate signage such as "share the road." Both projects follow the emphasis on active transportation in Southern California, which is being promoted in SCAG's 2012 Regional Transportation Plan (RTP) and the San Bernardino County Vision Project.

A regional wayfinding system would be a coordinated system of uniform signs that would provide directions and information for bicyclists using major bikeways throughout the county. This would lead to a better "sense of a system" that will assist travelers to identify where they are on the non-motorized transportation system and how they can reach primary destinations. These signs will not supplant existing wayfinding signage erected by a jurisdiction, but rather will highlight regional destinations and have a greater geographic scope. Signs within a particular jurisdiction would have ample room for local embellishments or artwork. For example, a sign may not only indicate travel distance to major destinations, but also feature the city seal or a unique design from a local artist. Such details will be worked out later in the project with close collaboration and input from the jurisdictions. Such wayfinding systems are being developed in cities such as San Diego, Long Beach, Irvine, and Los Angeles.

The gap closure project would identify key gaps in the existing bicycle infrastructure. Connectivity on Class II and Class III bicycle facilities (bicycle lanes and bicycle routes, respectively) can be increased by prioritizing the "low-hanging fruit" – parts of the regional system that are low-cost and also able to provide connections to significant destinations. Actual signing and striping of key gaps in the Class II and Class III network could be a part of the funded activities, with that portion of the funds passed through to jurisdictions or managed by SANBAG under a cooperative agreement with the jurisdictions, at the discretion of the jurisdictions involved.

SANBAG staff has discussed the potential BTA application with the Transportation Technical Advisory Committee (TTAC) and will be coordinating with local jurisdictions to identify possible geographic areas for inclusion. Staff will also ensure that there is no duplication of projects for which jurisdictions may apply on their own. The notification of BTA applications was posted by Caltrans on March 5, with a due date of April 27. A status report on the application process will be provided at the April Plans and Programs Committee meeting.

At this time, SANBAG staff is exploring which project should be submitted for BTA funds, or if both projects could be submitted in tandem. Submittal would require a minimum local match of 10%, but staff may wish to include up to 50% match, to increase the competitiveness of the application. Input on this strategy will be sought from the local jurisdiction partners. The match amount would be up to $100,000 for the regional wayfinding system or $250,000 for the gap closure project. SANBAG staff is also assessing the feasibility of using other sources of funding for these projects independent of the BTA grant process, which could include Transportation Enhancement, Measure I Transportation Management and Environmental Enhancement, or Transportation Development Act Article 3 funds.

The State currently allocates over $7 million per year from the BTA to bicycle transportation improvements. Since 2001, the cities of Colton, Grand Terrace, Highland, Rancho Cucamonga and Yucaipa have received approximately $1.6 million in BTA funds for projects such as the Pacific Electric Trail and the Colton Avenue Bike Path. By having SANBAG take the lead in regional projects, it frees member jurisdictions to apply for their own localized bicycle projects.

Active transportation is growing in importance throughout Southern California, especially in San Bernardino County. In December 2011, $3,775,514 in TDA Article 3 funds was distributed to jurisdictions for local non-motorized projects.

The ongoing *Improvement to Transit Access for Cyclists and Pedestrians* project, which commenced last July and will finish this June, will identify major areas of improvement for non-motorized users around the Metrolink and future sbX stations. The regional wayfinding and gap closure projects will build on these successful endeavors to make San Bernardino County an even more conducive environment for active transportation.

Financial Impact: This item is consistent with the current adopted FY11/12 Budget, Task No. 40412000 Subregional Transportation Planning. However, successful receipt of grant funding would necessitate a future budget amendment ranging from $100,000 to $350,000 from TMEE or other sources, as explained above. A budget amendment would not be requested until the results of the grant process are known.

Reviewed By: This item was unanimously recommended for approval by the Plans and Programs Committee on March 21, 2012.

Responsible Staff: Ty Schuiling, Interim Executive Director

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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: 27

Date: April 04, 2012

Subject: Local Transportation Fund (LTF) Revised Apportionment for Fiscal Year 2011/2012 and Recommended Apportionment for Fiscal Year 2012/2013

Recommendation:*

1. Maintain Fiscal Year 2011/2012 LTF Apportionment of $63,585,150 as approved on March 2, 2011.
2. Increase unrestricted fund balance from $5,000,000 to $7,250,000 as a reserve to minimize the impact of a decline in revenue or an unexpected financial need.
3. Approve an LTF Estimated Apportionment of $75,744,649 for Fiscal Year 2012/2013; including $65,949,951 in estimated receipts and $17,044,698 from the prior year audited unrestricted fund balance.

Background: Pursuant to Section 6620 of the California Code of Regulations (CCR), the San Bernardino County Auditor/Controller (Auditor) is to provide SANBAG, acting as the County Transportation Commission (Commission), with an estimate of revenue available for apportionment and allocation during the ensuing year (FY12/13) and if requested, a revised or updated estimate of revenues for the current fiscal year (FY11/12) prior to February 1st. Section 6644 of the CCR requires that the Commission determine and advise all prospective claimants of the amount of all area apportionments for the next fiscal year by March 1st.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1204a-rpg

The total annual LTF apportionment is a function of three components.

1. Projected annual revenue
2. Prior audited, unallocated fund balance
3. Program reserve

Annually, the Commission staff presents the County Auditor/Controller with an estimate of current year and subsequent year LTF receipts. The revenue component of the current FY11/12 Apportionment is $60,805,959. Based upon a review of current revenue collection trends, the LTF revenue collection could increase by as much as 14% over the adopted apportionment to a total of $69,421,002. However, staff is not proposing to modify the existing FY11/12 Apportionment. Staff still has some skepticism about the ability for sales tax receipts to continue growing at the rate experienced during the first two quarters of the fiscal year. Additionally, once the current FY11/12's financial numbers are audited, any amount of unrestricted fund balance in excess of the proposed $7,250,000 reserve would be included as part of the FY13/14 Apportionment as is the case in the proposed FY12/13 Apportionment.

For FY12/13, the projection of LTF receipts is $65,949,951, which reflects a growth of 4.0% over the adopted FY11/12 Apportionment. This estimate was prepared in collaboration between the Commission and County Auditor's staff. This is the amount that is proposed to be used for the revenue component of the apportionment.

The second component of the annual apportionment is the prior year audited unrestricted fund balance. The audit for FY10/11 was completed in January 2012 and shows that SANBAG has an unrestricted fund balance of $17,044,698. This amount represents the amount of revenue plus interest and refunds in excess of the $54,232,188 apportioned in FY10/11. As part of the recommended apportionment for FY12/13, staff proposes to include the $17,044,698 of prior year audited unrestricted fund balance.

Finally, the third component of the apportionment is the fund reserve. Over the past three years, SANBAG has been more conservative in its apportionment as the agency has weathered the financial crisis and downturn in the economy. The more conservative progression was a result of several consecutive years where SANBAG had to institute a mid-year cut to the LTF Apportionment resulting in

operational difficulties to the transit operators in the County. A lesson learned from these mid-year cuts was that SANBAG should also institute a fund reserve in case a similar drop in sales tax was to occur again in the future or one agency experience a financial emergency. This year staff proposes to grow the fund reserve to $7,250,000.

The total proposed FY12/13 LTF Apportionment is included in Attachment A to this item. The three components of revenue are included at the top of the table. The total apportionment is $75,744,649. If that total level of apportionment is approved, the individual amounts of apportionment that would be provided to eligible claimants are included in the three sections below. The first section pertains to administration and planning. The second section pertains to non-motorized transportation and the third section pertains to the Valley and Mountain/Desert jurisdictions for transit use.

Pursuant to Sections 99233.1, of the California Public Utilities Code, (CPUC), the Commission and the Auditor shall allocate such sums as are necessary for the administrative responsibilities under the Transportation Development Act (TDA). The Auditor's staff is requesting an allocation of $30,000, an increase of $6,000 over the amount allocated in FY11/12. This is a nominal increase and is the result of added costs for the accounting of the TDA accounts held at the County.

The estimated amount to be allocated to the Commission for its expenses associated with TDA administration, fiscal and compliance audits of all claimants and the two funds (LTF and STAF) is $850,000. This increase reflects the added cost of directly preparing the Omnitrans Financial Audit as SANBAG does all of the other transit operators. The $850,000 also provides additional resources for SANBAG to use to add additional administrative staffing for the TDA program. The added staff is needed in the finance department to handle the additional accounting procedures that were recommended as part of SANBAG's prior Triennial Performance Audit.

Pursuant to Section 99233.2(b)(1) of the CPUC, up to 3% of the annual LTF receipts may be allocated to the Commission for its transportation planning and programming functions. The amount of LTF planning funds available to the Commission for FY12/13 would be $2,272,339.

Further, pursuant to Section 99233.2(b)(2) of the CPUC and amended by AB1403 signed into law by the Governor in October 2009, SCAG is to be allocated up to three fourths of one percent (3/4%) of the local transportation fund annual

revenues allocated to the County Transportation Commissions. For FY12/13, SCAG's allocation is $568,085.

Financial Impact: The Commission is the designated agency responsible for the administration of the LTF for San Bernardino County. Adoption of the LTF apportionment will provide SANBAG, SCAG, transit agencies, and local jurisdictions with revenue estimates to use for FY12/13 budgeting purposes. This item has no immediate financial impact on the FY11/12 Budget. All staff activities associated with this item are consistent with Task No. 50212000.

Reviewed By: This item was unanimously recommended for approval by the Administrative Committee on February 15, 2012.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1204a-rpg

Attachment A
Proposed FY12/13 LTF Apportionment

			APPORTIONMENT
Prior Year Audited Unrestricted Fund Balance			$ 17,044,698
Estmated Annual LTF Receipts			$ 65,949,951
Fund Reserve			$ (7,250,000)
Total Etmated Funds Available			**$ 75,744,649**
Auditor's Administrative Cost			$ 30,000
SANBAG's Administrative Cost			$ 850,000
County Transportation Commission Planning			$ 2,272,339
SCAG Planning			$ 568,085
Resulting Balance			$ 72,024,225
Article 3 (SB821) Program			$ 1,440,484
Balance Available for Apportionment			$ 70,583,740
Apportionment Area	**Population**	**Percentage**	**APPORTIONMENT**
Valley	1,490,312	72.61%	$ 51,253,142
Adelanto	31,671	1.54%	$ 1,089,194
Apple Valley	69,668	3.39%	$ 2,395,944
Barstow	22,839	1.11%	$ 785,453
Big Bear Lake	5,051	0.25%	$ 173,708
Hesperia	90,726	4.42%	$ 3,120,147
Needles	4,874	0.24%	$ 167,621
Twentynine Palms	24,646	1.20%	$ 847,598
Victorville	117,219	5.71%	$ 4,031,265
Yucca Valley	20,834	1.02%	$ 716,500
County - Unincorporated	174,557	8.51%	$ 6,003,169
Total	2,052,397	100.00%	$ 70,583,740

Population Source: DOF 1/1/11

SANBAG's Administrative Cost includes TDA Administration & Claimant Compliance Audits

SCAG Planning apportioned to Commission counties based on LTF Revenue Estimates

Estmated Annual LTF Receipts per SANBAG/County Auditor 1/2012

BRD1204a-rpg

DISCUSSION ITEMS

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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: 28

Date: April 4, 2012

Subject: Update on Freeway Service Patrol (FSP) Program and 2011 FSP Driver Recognition Awards

Recommendation:* Receive information pertaining to the San Bernardino FSP Program, and the acknowledgement of the 2011 Top Driver and Drivers of Excellence Awards.

Background: FSP consists of a fleet of tow trucks that travel on selected San Bernardino County freeways during peak commute hours to assist motorists with car trouble. The stretch of highway that the fleet roams up and down is referred to as a "Beat". FSP programs are extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition, reduce traffic congestion, as well as decrease fuel consumption, vehicular emissions and secondary incidents. San Bernardino began its program in January 2006 and now has eight separate Beats in operation with an average of 35,000 assists per year.

Attachment "A" provides statistical information on the FSP Program. Since the program's inception, the FSP Program has assisted more than 180,000 motorists on San Bernardino County highways. The assists range from a flat tire change to a battery jump start. Or from providing a gallon of gas to performing a driver safety check, which is when a driver will check on a vehicle that is parked alongside the freeway to see if the motorist, if available, is in need of assistance and provide information on the program. Since 2006, FSP drivers have assisted with more than 30,000 flat tires, and helped with more than 10,000 overheated vehicles. The FSP program has received more than 6,500 comments from

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1204a-jh
Attachment: BRD1204a1-jh

motorists that have been assisted by San Bernardino FSP drivers. Overall, 99.6% rated their experience as excellent or good.

For the past four years, the Top Driver and the Drivers of Excellence of the prior calendar year are selected and recognized. Awards are based on the following criteria:

1. The driver must perform a minimum of 1,000 assists in the prior calendar year.
2. The driver must not have any "write-ups" during the period (occurs when a driver does not follow FSP procedures).
3. The driver must not have any "late arrivals" when starting their "Beat".
4. The driver's accuracy rating when entering assist data into the data device must be extremely high, with approximately less than a one percent error rate.
5. The driver received numerous compliments from the motorists they assisted.

The following drivers were recognized on March 6th for their outstanding efforts, high level of professionalism and the customer service they provided to stranded motorists along San Bernardino County freeways.

- **Top Driver-** Matthews Smith, with Roy and Dot's Towing of Rialto. Matthews has been with the San Bernardino FSP Program for two years and assisted more than 3,000 motorists during the 2011 calendar year.

- Three **Drivers of Excellence**, who collectively provided more than 5,400 assists during the 2011 calendar year are as follows:

    1. Cesar Rendon of Steve's Towing in Rancho Cucamonga
    2. Hector Reyes of JLM Towing in San Bernardino
    3. Josh Tillet of Pepe's Towing in Colton

These four FSP drivers provided more than 8,500 motorist assists in 2011. Congratulations to these four drivers and all the other drivers that help make the San Bernardino FSP Program a huge success.

Financial Impact: There is no financial impact related to this informational item. The San Bernardino FSP Program receives an annual allocation from the State of California to implement FSP services, which is matched 20% by local revenue (1990 Valley Traffic Management and Environmental Enhancement funds), Task 0704.

BRD1204a-jh
Attachment: BRD1204a1-jh

Reviewed By: This item was reviewed by the Plans and Programs Committee on March 21, 2012.

Responsible Staff: Duane A. Baker, Director of Management Services

BRD1204a-jh
Attachment: BRD1204a1-jh

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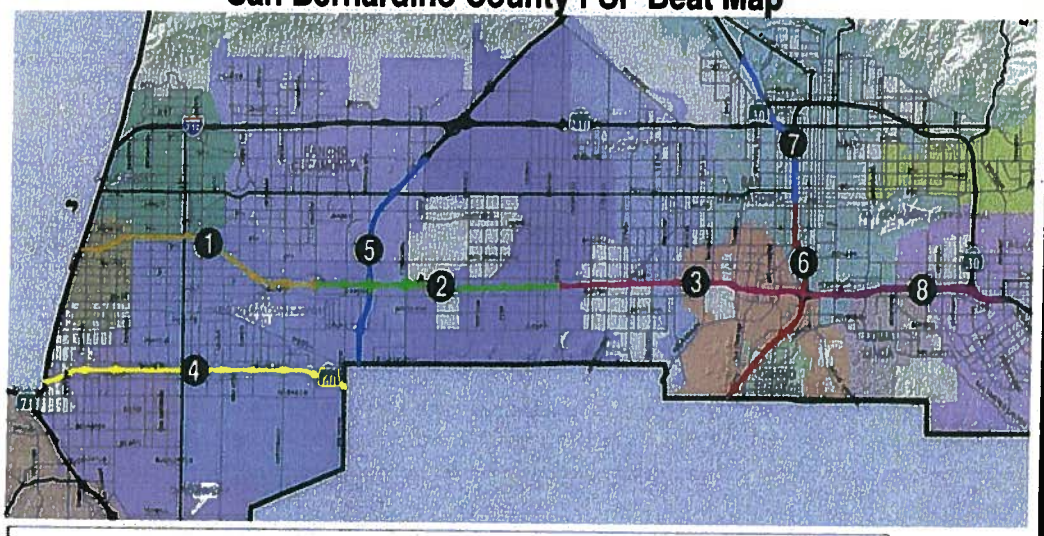
FREEWAY SERVICE PATROL
Fact Sheet 2012

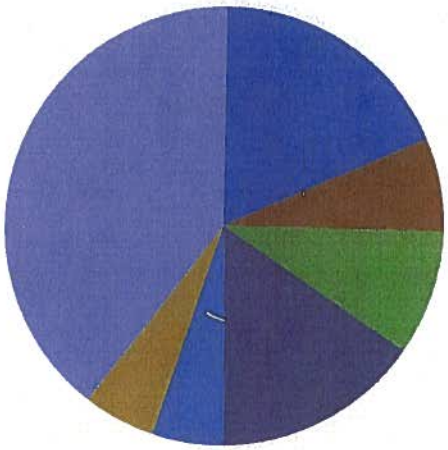
San Bernardino County Freeway Service Patrol (FSP) began operations in January of 2006. FSP is a roving team of tow trucks that travel on selected San Bernardino County freeways during peak commute hours to assist motorist with car trouble. FSP provides help at no cost to drivers who run out of gas, have a flat tire or need minor mechanical assistance.

SANBAG, the California Highway Patrol (CHP) and Caltrans offer this service through state and local funds. The goal of this partnership and of the FSP the program is to keep the freeways moving, reduce the chance of secondary accidents, and to help make the freeways safer and less congested. The FSP Program is part of an overall plan to improve transportation throughout San Bernardino County.

San Bernardino County FSP Beat Map



Sample of Assists



Since inception, the FSP Program has assisted 180,000+ motorists. The assists range in type, but may include: flat tire change, battery jump start, out of gas, etc.

Since 2006, the FSP Program has received over 6,000 comments from motorists that have been assisted. Overall, 99.6% of the motorists that use the program have rated their experience as Excellent or Good. Some of the comments received from motorist are:

2011 Testimonials

"First time ever to use these services and very happy they exist. This program is very accommodating to stranded drivers. I got more help than I ever expected." **- January 2011**

" DRIVER WAS WONDERFUL! VERY HELPFUL, SAVED MY LIFE." **- February 2011**

"He was so professional, he restored my faith in humanity. He was very willing and helpful." **- April 2011**

"This is a very good CHP training program. I really appreciated his help today. If I did not get his help, I would have had a hard time in a very dangerous situation on the freeway." **- October 2011**

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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: 29

Date: April 4, 2012

Subject: General Counsel Employment Contract

Recommendation:* Approve Employment Contract with SANBAG General Counsel.

Background: On September 7, 2011, the SANBAG Board of Directors approved a contract with Bob Murray and Associates to commence a search for in-house General Counsel for SANBAG to replace the legal services historically provided by the Office of County Counsel. On that same date, the SANBAG President named a Selection Committee to assist in the review of potential candidates for the position. Bob Murray and Associates received numerous applications for the position and interviews were held in December.

As a result of that process, on February 14, 2012, the Administrative Committee considered the recommendation of the Selection Committee and Bob Murray and Associates and authorized the SANBAG President as the labor negotiator to negotiate a contract with the selected candidate.

Financial Impact: This action imposes no additional impact on the Fiscal Year 2011/2012 SANBAG budget for compensation of the General Counsel as this position will replace the monthly billings from County Counsel.

Reviewed By: This item is scheduled for review by the Board of Directors on April 4, 2012 and has not had prior policy committee review.

Responsible Staff: Mayor Larry McCallon, SANBAG President

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Approved
San Bernardino Associated Governments
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1204c-vw

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TRANSPORTATION MEASURE I

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Minute Action

AGENDA ITEM: 30

Date: April 4, 2012

Subject: Award Construction Contract No. C12146 for Interstate 10 (I-10) Riverside Avenue Interchange Landscape Construction

Recommendation:*

1. Award Construction Contract No. C12146 to America West Inc. for I-10 Riverside Avenue Interchange Landscape Construction, the lowest responsive, responsible bidder, in the amount of $797,716.17.

2. Approve Allowances/Contingency for Contract No. C12146 on the I-10 Riverside Avenue Interchange Project in the amount of $204,850.

Background: **This item on the agenda provides for award of a new contract based on the competitive low bid process.** Bids were opened for the I-10 Riverside Avenue Interchange Landscape Construction on February 23, 2012. The funding for this work per the Landscape Cooperative Agreement C11089 with the City of Rialto was $1,083,000 including construction cost, supplemental items, agency furnished items, and contingency.

SANBAG received ten (10) bids from contractors ranging from $797,716 to a high of $1,324,318 (Exhibit A). At the bid opening America West Inc. was identified as the lowest bidder at $797,716.17 followed by Clean Cut at $1,026,326. All bids were reviewed by staff for compliance with the Invitation For Bids (IFB) requirements. The America West Inc. bid documents were found to be responsive. Staff therefore recommends that

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1204c-mb
Attachment: C12146

Contract No. C12146 for the I-10 Riverside Avenue Interchange Landscape Construction be awarded to America West Inc. in the amount of $797,716.17.

Staff is also recommending approval of Allowances/Contingency for Contract No. C12146 for theI-10 Riverside Avenue Interchange Landscape Construction consisting of supplemental items, agency furnished materials and contingency for a total amount of $204,850 (See Exhibit B).

With the addition of Allowances/Contingency the total construction cost is $1,002,566.17. Per the Cooperative Agreement C11089, the City of Rialto will advance 100% of the cost of this contract, subject to future reimbursement by SANBAG according to a separate Project Advancement Agreement.

Financial Impact: This item is consistent with the Fiscal Year 2011/2012 budget. Funding for the contract is provided under Task 0841.

Reviewed By: Approval was given to take award of Contract No. C12146 directly to the SANBAG Board without prior Policy Committee approval on December 7, 2011. SANBAG Legal Counsel and Contracts Manager have reviewed and accepted this agreement as to form.

Responsible Staff: Michael Barnum, Construction Manager

BRD1204c-mb
Attachment: C12146

Exhibit A

SAN BERNARDINO ASSOCIATED GOVERNMENTS

I-10/Riverside Avenue Landscape Construction

Contract C12146

Bid Opening: February 23, 2012 at 2:00 p.m.

#	Bidder	Final Bid Amount
1	America West	$ 797,716.17
2	Clean Cut Landscape	$ 1,026,326.05
3	Kasa	$ 1,063,531.60
4	Diversified Landscape Co.	$ 1,068,000.14
5	Rock Bottom	$ 1,073,583.78
6	STL	$ 1,088,000.00
7	Yakar	$ 1,088,693.46
8	Diversified Landscape Management	$ 1,239,760.18
9	Nature Tech Landscaping Inc.	$ 1,261,869.00
10	Marina	$ 1,224,318.35

Exhibit B

Item	Item Description	Amount
	SUPPLEMENTAL WORK	
1	Migratory Bird Protection	$2,500
2	Repair Storm Damage	$10,000
3	Maintain Traffic	$5,000
4	Dispose of Plant Material	$5,000
5	Check and Test Existing Irrigation System	$1,500
6	Repair Existing Irrigation	$5,000
7	Minor Landscape and Irrigation Modifications	$10,000
8	Replace Existing Plant Material	$1,500
9	Apply Pesticide (Pre-emergent)	$2,000
10	Additional Recycled Water Warning Signs	$2,000
11	Additional Water Pollution Control	$10,000
12	Additional Storm Water Sampling and Analysis	$2,000
13	Remove Debris From Conduits	$3,000
14	Additional Rock Blanket Test Panel	$2,250
15	Repair Existing Waterline Crossover	$1,600
16	Prune Existing Trees	$20,000
17	Disposal of weeds as Directed by Engineer	$3,000
18	Removal of Additional Debris from Crossover	$1,000
19	Maintain Existing Electrical System	$1,500
20	Damage Repair to Slopes Prior to Performing Work	$5,000
	SUBTOTAL (1)	$93,850
	AGENCY FURNISHED MATERIALS AND EXPENSES	
22	COZEEP Contract	$15,000
	SUBTOTAL (2)	$15,000
	CONTINGENCIES	
23	12% of Construction Contract ($797,716)	$96,000
	SUBTOTAL (3)	$96,000
	Total ALLOWANCES AND CONTINGENCY	$204,850
	SUMMARY	
1	**Construction Contract C12146**	$797,716.17
2	**Supplemental Work Items**	$93,850
3	**Agency Furnished Items**	$15,000
4	**Contingency (12%)**	$96,000
	TOTAL	$1,002,566.17

BRD1204c-mb
Attachment: C12146

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12146 Amendment No. _____

By and Between

San Bernardino Associated Governments and America West Inc

Contract Description I-10 Riverside Avenue Interchange Landscape Construction

Board of Director's Meeting Date: March 7, 2012
Overview of BOD Action: Award Construction contract C12416 to America West and establish construction Allowance/Contingency for the project.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	797,716.17	**Original Contingency Amount**	$	204,850.00
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	797,716.17	**TOTAL CONTINGENCY VALUE**	$	204,850.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	1,002,566.17

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
3/7/12	6/7/14	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 841.
☐ 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:*
Per the Cooperative Agreement C11089, the City of Rialto will advance 100% of the cost to SANBAG via established escrow account.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☒ Retention? If yes, indicate % 5.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature	3/6/12 Date	Project Manager Signature	3/1/12 Date
Chief Financial Officer Signature	3/29/12 Date	Contracts Manager Signature	3/6/12 Date

MW 3/29/12

CONTRACT C12146

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

AMERICA WEST LANDSCAPE, INC.

FOR

I-10 RIVERSIDE AVENUE INTERCHANGE LANDSCAPE CONSTRUCTION

This Contract, is effective on the Effective Date as defined herein, by and between San Bernardino Associated Governments, acting as the San Bernardino County Transportation AUTHORITY (referred to hereinafter as "AUTHORITY"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and, America West Landscape, Inc. (referred to hereinafter as "CONTRACTOR") whose address is15086 La Palma Drive, Chino, CA 91710. AUTHORITY and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, AUTHORITY has determined that it requires construction of landscape improvements for the I-10 Riverside Avenue Interchange Project; and

WHEREAS, the work described herein cannot be performed by the employees of AUTHORITY; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform these services identified herein.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents:

a) Advertisement for Bids, first publication date January 25, 2012
b) Bidder's Bid dated February 23, 2012
c) Drawings, entitled "Project Plans for Highway Planting "dated January 25, 2012; and Special Provisions dated January 25, 2012.
d) Addenda No. 1

ARTICLE 2. PAYMENT

CONTRACTOR agrees to perform all work set forth and particularly described in this Contract, incorporated herein by reference, in consideration of the Base Bid to be paid by AUTHORITY in the amount of **$797,716.17.**

ARTICLE 3. PAYMENT AND PERFORMANCE BONDS

CONTRACTOR will furnish a payment bond, in the form provided by AUTHORITY in the Invitation For Bids (IFB) in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in the form provided by AUTHORITY in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds, to be secured from a surety company satisfactory to AUTHORITY within ten (10) working days of the Notice of Award of this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

ARTICLE 4. RETENTION/PROMPT PAYMENT

Pursuant to CFR 26.29, CONTRACTOR is required to pay all subcontractors for satisfactory performance no later than 30 days from when the CONTRACTOR receives payment from the AUTHORITY. AUTHORITY shall hold retainage from CONTRACTOR of five percent (5%) from each invoice, and shall make prompt and regular incremental acceptances of portions, as determined by AUTHORITY of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with AUTHORITY's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of; a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance and/or non-compliance by a subcontractor. This Article applies to all subcontractors.

ARTICLE 5. COMPENSATION

The AUTHORITY agrees to pay, and CONTRACTOR agrees to accept in full payment for the work outlined in the Contract documents, the sum of **Seven Hundred Ninety Seven Thousand Seven Hundred Sixteen Dollars And Seventeen Cents** ($797,716.17), subject to

additions and deductions, if any, in accordance with said documents [including without limit that compensation due for unit price work shall be the actual number of such units performed multiplied by the unit price]. Payment shall not be made more often than once each thirty (30) days, nor shall the amount be paid in excess of ninety five percent (95%) of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment shall be made after acceptance of the Project.

BID SCHEDULE

ITEM NO	ITEM DESCRIPTION	UNIT (ALT)	QUANTITY	PRICE	AMOUNT
1	Construction Site Management	LS	1	$3,161.16	$3,161.16
2	Prepare Storm Water Pollution Prevention Plan	LS	1	$3,082.00	$3,082.00
3	Temporary Fiber Rolls	M	1,026	$6.50	$6,669.00
4	Temp Drainage Inlet Protection-Type 3a (Modified)	EA	4	$177.30	$709.20
5	Temp Drainage Inlet Protection-Type 6a (Modified)	EA	8	$177.30	$1,418.40
6	Temporary Concrete Washout (Portable)	LS	2	$991.30	$1,982.60
7	Storm Water Annual Report	EA	1	$345.00	$345.00
8	Minor Concrete Pavement	M2	610	$46.12	$28,133.20
9	Construction Area Signs	LS	1	$7,114.85	$7,114.85
10	Traffic Control System	LS	1	$15,021.21	$15,021.21
11	Portable Changeble Message Sign	EA	2	$123.91	$247.82
12	Roadside Clearing	LS	1	$6,042.66	$6,042.66
13	Rock Blanket (Type 1)	M2	5,758	$51.26	$295,155.08
14	Mulch	M3	1,400	$24.01	$33,614.00
15	Commercial Fertilizer	KG	1,164	$1.23	$1,431.72
16	Soil Amendment	M3	16	$34.95	$559.20
17	Jute Mesh	M2	7,580	$1.31	$9,929.80
18	Plant (Group B)	EA	847	$9.88	$8,368.36
19	Plant (Group U)	EA	92	$53.36	$4,909.12
20	Plant (Group H)	EA	70,003	$0.24	$16,800.72
21	Plant Establishment Work	LS	1	$22,499.30	$22,499.30
22	Control and Neutral Conductors	M	13,260	$2.19	$29,039.40
23	25 mm Electric Remote Control Valve	EA	15	$389.04	$5,835.60
24	40 mm Electric Remote Control Valve	EA	20	$410.94	$8,218.80
25	50 mm Electric Remote Control Valve	EA	9	$442.21	$3,979.89
26	75 mm Electric Remote Control Valve	EA	3	$699.30	$2,097.90
27	12 Station Controller	EA	1	$11,761.95	$11,761.95
28	18 Station Controller	EA	1	$12,583.82	$12,583.82
29	30 Station Controller	EA	1	$13,417.26	$13,417.26
30	50 mm Galvanized Steel Pipe Conduit	M	240	$48.94	$11,745.60
31	75 mm Galvanized Steel Pipe (Supply Line)	M	240	$50.17	$12,040.80
32	65 mm Irrigation Sleeve	M	13	$53.65	$697.45
33	20 mm Plastic Pipe (PR 200)	M	2,185	$4.57	$9,985.45

ITEM NO	ITEM DESCRIPTION	UNIT (ALT)	QUANTITY	PRICE	AMOUNT
35	32 mm Plastic Pipe (PR 200)	M	1,553	$5.33	$8,277.49
36	40 mm Plastic Pipe (PR 200)	M	456	$5.79	$2,640.24
37	50 mm Plastic Pipe (PR 200)	M	425	$8.17	$3,472.25
38	65 mm Plastic Pipe (PR 200)	M	48	$9.36	$449.28
39	75 mm Plastic Pipe (PR 200)	M	33	$17.76	$586.08
40	75 mm Plastic Pipe (CL 315) Supply Line	M	2,100	$19.75	$41,475.00
41	Irrigation Controller Cabinet	EA	2	$7,245.98	$14,491.96
42	Sprinkler (Type A-5)	EA	20	$30.35	$607.00
43	Sprinkler (Type A-6)	EA	10	$40.74	$407.40
44	Sprinkler (Type B-1)	EA	148	$18.16	$2,687.68
45	Sprinkler (Type B-2)	EA	107	$49.51	$5,297.57
46	Sprinkler (Type B-4)	EA	18	$49.31	$887.58
47	Sprinkler (Type B-5)	EA	195	$26.70	$5,206.50
48	Sprinkler (Type B-6)	EA	294	$34.18	$10,048.92
49	Sprinkler (Type C-2)	EA	167	$42.33	$7,069.11
50	75 mm Gate Valve	EA	28	$595.11	$16,663.08
51	75 mm Wye Strainer	EA	18	$648.20	$11,667.60
52	75 mm Pressure Relief Valve	EA	1	$2,922.98	$2,922.98
53	50 mm PVC-Tee Flow Sensor	EA	3	$931.38	$2,794.14
54	250 mm Irrigation X-Over	M	60	$73.37	$4,402.20
55	Extend 250 mm Irrigation X-Over	M	13	$101.59	$1,320.67
56	Recycled Water Warning Signs	LS	1	$1,522.55	$1,522.55
57	Prepare and Stain Concrete	SM	0	$0.00	$0.00
58	Maintain Existing Traffic Mgmt System	LS	1	$582.36	$582.36
59	Electrical Service (Location 1)	LS	1	$7,766.43	$7,766.43
60	Electrical Service (Irrigation)	LS	1	$993.89	$993.89
61	Modify Communication System (Irrigation)	LS	1	$6,815.19	$6,815.19
62	Mobilization 10.0%	LS	1	$43,272.70	$43,272.70
	Total				**$797,716.17**

ARTICLE 6. TAXES, DUTIES AND FEES

Except to the extent expressly provided otherwise elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensations set forth in this Contract shall be inclusive of all a) local, municipal, state, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONTRACTOR; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 7. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not allocated or available for the continuance of work performed by the CONTRACTOR, work directly or indirectly involved may be suspended or terminated by AUTHORITY at the end of the period for which funds are available. When AUTHORITY becomes aware that any portion of work, which will or may be affected by a shortage of funds, it will notify CONTRACTOR within fifteen (15) days. Nothing herein shall relieve AUTHORITY from its obligation to compensate CONTRACTOR for work performed pursuant to this Contract. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide AUTHORITY, or other authorized representatives or agents of AUTHORITY, access to CONTRACTOR' records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by AUTHORITY, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow AUTHORITY or its representatives of agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that is performing work under this Contract.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions attached herein. CONTRACTOR shall incur no costs and shall not perform or furnish any work, services or equipment under this Contract, unless and until AUTHORITY has issued a written Notice To Proceed (NTP).

ARTICLE 10. CONTRACTORS LICENSE

CONTRACTOR agrees that he is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract.

ARTICLE 11. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

11.1 CONTRACTOR agrees to comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of transportation (DOT), Title 49 CFR Part 21 as they may be amended from time to time, which are herein incorporated by this reference and made part of this Contract. The following minimum specific requirement activities of the Equal Employment Opportunity (EEO):

11.1.1 CONTRACTOR will work with the AUTHORITY and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.

11.2.1 CONTRACTOR will accept as his operating policy the following statement: "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

11.2 EEO Officer: CONTRACTOR will designate and submit to the AUTHORITY in writing the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate authority and responsibility to do so.

11.3 Dissemination of Policy: All members of the CONTRACTOR's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR' EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

11.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

11.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.

11.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.

11.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

11.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

11.4 Recruitment: When advertising for employees, CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

11.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.

11.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)

11.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

11.5 Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

11.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

11.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

11.5.3 CONTRACTOR will periodically review-selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

11.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.

11.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

11.6.1 Consistent with CONTRACTOR's work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

11.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.

11.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

11.7 Unions: If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTOR' s association acting, as agent will include the procedures set forth below:

11.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

11.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

11.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to the AUTHORITY and shall set forth what efforts have been made to obtain such information.

11.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In

the event the union referral practice prevents CONTRACTOR from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONTRACTOR shall immediately notify the AUTHORITY.

11.8 CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract. Disadvantaged business enterprises (DBE), as defined in 49 CFR Part 23 shall have equal opportunity to compete for and perform subcontracts, which the CONTRACTOR enters into pursuant to this contract. The CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR's shall obtain lists of DBE construction firms from CONTRACTOR DBE Liaison. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

11.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the AUTHORITY and the FHWA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

11.9.1 CONTRACTOR will submit an annual report to the AUTHORITY each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

ARTICLE 12. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SANBAG Policy 10102 regarding disclosure. CONTRACTOR acknowledges that no member or delegate to, the Congress of the U.S. shall have any interest, direct or indirect, in this Contract or the benefits thereof.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such products which shall become the property of AUTHORITY.

13.2 All materials, documents, data or information obtained from AUTHORITY' data files or any AUTHORITY medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of AUTHORITY. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of AUTHORITY.

13.3 Except as reasonably necessary for the performance of Services, CONTRACTOR and its employees and agents shall hold in confidence the materials and information referred to in this Article, which are produced by CONTRACTOR for AUTHORITY in the performance and completion of CONTRACTOR's Services under this Contract, until released in writing by AUTHORITY, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

13.4 CONTRACTOR shall not use AUTHORITY's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of AUTHORITY.

13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

13.6 CONTRACTOR agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of AUTHORITY, any information obtained by CONTRACTOR from or through AUTHORITY in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from AUTHORITY pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from AUTHORITY and who had, to CONTRACTOR' knowledge and belief, the right to disclose the same.

ARTICLE 14. TERMINATION

14.1 Termination For Convenience – AUTHORITY shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending AUTHORITY's instruction, and shall turn over such Work in accordance with AUTHORITY's instructions. CONTRACTOR shall deliver to AUATHORITY, in accordance with AUTHORITY instructions, all deliverables prepared by CONTRACTOR or its subcontracts or furnished to CONTRACTOR by AUTHORITY. Upon such delivery, CONTRACTOR may then invoice AUTHORITY for payment in accordance with the terms hereof. If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from AUTHORITY as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination. CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with AUTHORITY's instructions plus the actual cost necessarily incurred in effecting the termination.

14.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, AUTHORITY may, without prejudice to any other rights or remedies AUTHORITY may have, (a) hold in abeyance further payments to CONTRACTOR; (b) stop any services of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by AUTHORITY, AUTHORITY may take possession of the deliverables and finish Services by whatever method AUTHORITY may deem expedient. A waiver by AUTHORITY of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

14.2.1 In the event of termination, CONTRACTOR shall deliver to AUTHORITY all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by AUTHORITY.

14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to AUTHORITY, satisfactory in form and content to AUTHORITY and verified by AUTHORITY. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 15. INSURANCE

Without in anyway affecting the indemnity herein provided and in addition thereto the CONTRACTOR shall, at the CONTRACTOR's expense, and prior to commencement of any work, procure and maintain in full force insurance from the beginning of the work through final acceptance by AUTHORITY. In addition, CONTRACTOR shall maintain completed operations coverage with a carrier acceptable to AUTHORITY through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a California admitted carrier with a Best's rating of A-VII or better, and shall be written with at least the following limits of liability:

15.1 Workers' Compensation and Employer's Liability Insurance – Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Employer's Liability Insurance shall be provided in amounts not less than:

(a) $1,000,000 for each accident for bodily injury by accident.
(b) $1,000,000 policy limit for bodily injury by disease.
(c) $1,000,000 for each employee for bodily injury by disease.

15.2 Liability Insurance – CONTRACTOR shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

(a) Premises, operations and mobile equipment.
(b) Products and completed operations.
(c) Broad form property damage (including completed operations).
(d) Explosion, collapse and underground hazards.
(e) Personal injury.
(f) Contractual liability.

15.2.1 Liability Limits/Additional Insureds - Insurance shall be written on ISO occurrence form 00 01 12 04 (or a substitute form providing equivalent coverage) and the policy must contain the following endorsement, which must be stated on the certificate of insurance:

(a) Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

The limits of liability shall be at least:

(a) $5,000,000 for each occurrence (combined single limit for bodily injury and property damage).
(b) $2,000,000 aggregate for products-completed operations.
(c) $10,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Contract.
(d) $5,000,000 umbrella or excess liability. For projects over $25,000,000 only, an

additional $20,000,000 umbrella or excess liability (for a total of $25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $5,000,000 or $15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

15.3 AUTHORITY, the State of California, the City of Rialto and their authorized officers, employees, agents and volunteers, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract. Coverage for such additional insureds shall not extend to liability:

(a) Arising from any defective or substandard condition of the Roadway which existed at or prior to the time the CONTRACTOR commenced work, unless such condition has been changed by the work or scope of the work requires the CONTRACTOR to maintain existing Roadway facilities and the claim arises from the CONTRACTOR' failure to maintain; or

(b) For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the CONTRACTOR which occurred during the course of the work; or

(c) To the extent prohibited by Section 11580.04 of the Insurance Code.

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self-insurance maintained by AUTHORITY will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

15.4 Automotive Liability Insurance – CONTRACTOR shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall not be less than $5,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under "Liability Limits/Additional Insureds," shall also apply to automobile liability.

15.5 Intentionally Left Blank

15.6 Builder's Risk Insurance –CONTRACTOR shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount equal to the not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk Policy shall include a soft cost endorsement that covers AUTHORITY's soft costs equal to twenty percent (20%) of the contracts full value. Soft costs are defined as; certain expenses, in addition to labor and materials, required to complete the project that has been delayed due to unexpected physical damage and include, but are not limited to the following: legal/accounting fees, design, or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance

shall include interests of AUTHORITY, CONTRACTOR and its sub-contractors in the Project as insured's as their interest may appear. The insurance shall cover without limitation, loss or damage to the work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion or hail, smoke, aircraft or vehicles, riots or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR' services and expenses required as a result of such loss. During the Project construction period, the AUTHORITY, CONTRACTOR and its sub-contractors shall mutually waive all rights of recovery for damages caused by fore or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the work or the property of the CONTRACTOR or sub-contractor shall be endorsed to provide a waiver of subrogation in favor of AUTHORITY, CONTRACTOR and sub-contractors as their interest may appear.

15.7 Waiver of Subrogation Rights – CONTRACTOR shall require the carriers of the above required coverage's to waive all rights of subrogation against AUTHORITY, and its authorized officers, employees, agents and volunteers, CONTRACTOR and subcontractors. This waiver must be stated on the certificate of insurance.

15.8 Policy Forms, Endorsements and Certificates – CONTRACTOR's General Liability Insurance shall be provided under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

15.9 Proof of Insurance – Evidence of insurance in a form acceptable to AUTHORITY, including the required "additional insured" endorsements, shall be provided within ten (10) business days after Notice of Award is given to CONTRACTOR. Prior to commencing any work, CONTRACTOR shall furnish AUTHORITY with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide AUTHORITY thirty (30) days' written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide AUTHORITY ten (10) days' written notice. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy, and shall also include the Contract Number and Project Manager' name on the face of the certificate. AUTHORITY may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of AUTHORITY. Standard ISO form No. CG0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusion is at the discretion of AUTHORITY. Regardless of the allowance of exclusions or deductions by AUTHORITY, CONTRACTOR shall be responsible for any deductible amount and shall warrant that the coverage provided to AUTHORITY is consistent with the requirements of

this section. CONTRACTOR is required to provide certified copies of all insurance policies within ten (10) days of AUTHORITY' written request of said copies.

15.10 Enforcement – AUTHORITY may take any steps as are necessary to assure CONTRACTOR' compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of Contract. In the event the CONTRACTOR fails to maintain any insurance coverage required, AUTHORITY may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or terminate this Contract. The required insurance shall be subject to the approval of AUTHORITY, but any acceptance of insurance certificates by AUTHORITY shall in no way limit or relieve the CONTRACTOR of the CONTRACTOR' duties and responsibilities under the Contract to indemnify, defend and hold harmless AUTHORITY, and its authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude AUTHORITY from taking other actions as is available to it under any other provision of the contract or law. Failure of AUTHORITY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

15.11 Miscellaneous – Nothing contained in this Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE 16. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by AUTHORITY) and hold harmless AUTHORITY and its authorized officers, employees, agents and volunteers (indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the indemnitees on account of any claim except where such indemnification its prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification obligation applies to the indemnitees' "passive" negligence but does not apply to the indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 17. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the property of AUTHORITY when prepared, whether delivered to AUTHORITY or not.

ARTICLE 18. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent CONTRACTOR. Accordingly, all work provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole

supervision, direction and control of CONTRACTOR. AUTHORITY shall rely on CONTRACTOR for results only, and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR' employees in the performance or as to the manner, means and methods by which work is to be performed. All workers furnished by CONTRACTOR pursuant to this Contract, and all representatives of CONTRACTOR shall be and remain the employees or agents of CONTRACTOR or of CONTRACTOR's subcontractors at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

ARTICLE 19. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any party's rights hereunder, each Party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the Indemnification provision.

ARTICLE 20. BONDS

As a condition of issuance of the Notice To Proceed, CONTRACTOR agrees to furnish to AUTHORITY a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the original contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of the original contract amount. These bonds shall be secured from a surety company (ies) admitted in the state of California and satisfactory to AUTHORITY. Bonds shall remain in force and effect for a period of one year following the date of filing of Notice of Completion. If the contract price is increased, AUTHORITY may in its sole discretion, require an increase in the amount of the bonds or new bonds covering the increased amount. These bonds are to be in effect from NTP through the term of this Contract.

ARTICLE 21. PRECEDENCE

The Contract documents consist of these general terms and conditions and the specifications, drawings and special provisions referenced herein and incorporated by this reference. The following order of precedence shall apply: a) this Contract and all attachments; b) IFB provisions; c) CONTRACTOR' Bid; all other documents, if any, cited herein or incorporated by reference.

ARTICLE 22. COMMUNICATIONS/NOTICES

All notices and communications permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in

writing. All communications pursuant to or in connection with this Contract shall be marked with AUTHORITY's contract number.

To CONTRACTOR	To AUTHORITY
America West Landscape, Inc.	San Bernardino Associated Governments
15086 La Palma Drive	1170 W. 3rd Street, 2nd Floor
Chino, CA 91710	San Bernardino, CA 92410-1715
Attn: Duane Groen	Attn: Garry Cohoe
Phone: (909) 393-6300	Phone: (909) 884-8276

ARTICLE 23. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, Civil Division. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, Civil Division.

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in performance of this Contract, it shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.

ARTICLE 25. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to AUTHORITY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay AUTHORITY the sum of $1,500.00 per each calendar day of delay as identified in the weekly statement of working days issued by the AUTHORITY. AUTHORITY shall not withhold liquidated damages if the delay is determined by AUTHORITY to be excusable in accordance with the Force Majeure article of this Contract. AUTHORITY may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 26. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from AUTHORITY.

ARTICLE 27. SUBCONTRACTS

27.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by AUTHORITY. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR's own organization (23 CFR 635).

27.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

27.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

27.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full Authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as AUTHORITY determines is necessary to assure the performance of the Contract.

27.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of AUTHORITY, or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after AUTHORITY has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, Section 4100 et. seq. AUTHORITY's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. AUTHORITY reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 28. COORDINATION WITH OTHER CONTRACTS

AUTHORITY may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and AUTHORITY' employees or agents and carefully fit its own work to such additional work as may be directed by AUTHORITY. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by AUTHORITY.

ARTICLE 29. PREVAILING WAGE REQUIREMENTS

29.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the State Department of Labor the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the State Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

29.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under the State Department of Labor on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this Article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in herein. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under of this section) and the Davis-Bacon poster (WH1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

29.3 AUTHORITY shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under this Contract shall be classified in conformance with the wage determination. AUTHORITY shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

29.4 If CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and AUTORITY agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by AUTHORITY to the State Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the AUTHORITY or will notify AUTHORITY within the 30-day period that additional time is necessary.

29.5 In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and AUTHORITY do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), AUTHORITY shall refer the questions, including the views of all interested parties and the recommendation of AUTHORITY, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise AUTHORITY or will notify the AUTHORITY within the 30-day period that additional time is necessary.

29.6 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, should be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

29.7 Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

29.8 If CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the State Department of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards have been met. The State Department of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

29.9 Withholding - AUTHORITY shall upon its own action or upon written request of an authorized representative of the State Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other contract with the same prime CONTRACTOR, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by this Contract, AUTHORITY may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

29.10 Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described herein, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the State Department of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program, CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

29.11 Apprenticeship - If CONTRACTOR employs apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

29.12 Payroll - CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the AUTHORITY if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to AUTHORITY. The payrolls submitted shall set out accurately and completely all of the information required to be maintained Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029005000141), U.S. Government Printing Office, Washington, DC 20402. CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors.

29.12.1 Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the

information required to be maintained under Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

29.12.2 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH347 shall satisfy the requirement for submission of the Statement of Compliance required by this section. The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

29.12.3 CONTRACTOR or subcontractor shall make the records required under of this section available for inspection, copying, or transcription by authorized representatives of the AUTHORITY, and shall permit such representatives to interview employees during working hours on the job. If CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

29.13 Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not

less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in CONTRACTOR's or subcontractors registered program shall be observed.

29.13.1 Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

29.14 Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

29.15 Compliance with Copeland Act requirements - CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as AUTHORITY may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

30.1 Contract termination – debarment- A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

29.17 Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

29.18 Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the State Department of Labor. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and AUTHORITY, or the employees or their representatives.

29.19 Certification of eligibility- (i) By entering into this Contract, CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in CONTRACTOR' firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

29.20 Contract Work Hours and Safety Standards Act- AUTHORITY shall cause or require the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

29.21 Overtime requirements- No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

29.22 Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

29.22.1 Withholding for unpaid wages and liquidated damages - AUTHORITY shall upon its own action or upon written request of an authorized representative of the State Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

29.23 Subcontracts - CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

29.23.1 In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, AUTHORITY shall insert a clause requiring that the CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, AUTHORITY shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of AUTHORITY and the State Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

ARTICLE 30. SAFETY

30.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as AUTHORITY may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

30.2 Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

ARTICLE 31. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of AUTHORITY, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 32. CONFIDENTIALITY

Any AUTHORITY materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by AUTHORITY. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without written approval from AUTHORITY.

ARTICLE 33. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person, undergoing sentence of imprisonment at hard labor. This provision does not include convicts who are on parole or probation.

ARTICLE 34. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by AUTHORITY, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the difficulty of cost of successfully or interpretations made by CONTRACTOR on the basis of the information made available by AUTHORITY.

ARTICLE 35. SEVERABILITY

The partial or complete invalidity in whole or in part, of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 36. FORCE MAJEURE

CONTRACTOR shall not be in default of this Contract in the event that the work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons; riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government, and fires, severe weather, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. Other catastrophic events do not include the financial inability of the CONTRACTOR to perform or failure of the CONTRACTOR to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the CONTRACTOR.

ARTICLE 37. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 38. EFFECTIVE DATE

The date that this Contract is executed by AUTHORITY shall be the Effective Date of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year first written below, but effective as of the day and year first set forth above.

AMERICA WEST LANDSCAPE, INC.

By: _____
Duane Groen
President

Date: 03/06/2012

Licensed in accordance with an act providing for registration of contractors.

812932
License Number

03-0407058
Federal Employer Identification Number

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

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: 31

Date: April 4, 2012

Subject: Award Construction Contract No. C11184 for Hunts Lane Grade Separation Project

Recommendation:*

1. Award Construction Contract No. C11184 to Skanska USA Civil West for the Hunts Lane Grade Separation Project in the amount of $14,213,969.00.

2. Approve Allowances/Contingency for Contract No. C11184 on the Hunts Lane Grade Separation Project in the amount of $1,833,947.00.

Background:

Recommendation 1:

This item on the agenda provides for award of a new contract based on the competitive low bid process. Bids were opened for the Hunts Lane Grade Separation Project on January 10, 2012. The engineer's construction cost estimate was $22.2 million. With supplemental items, agency furnished items, and contingency, the total project was estimated at $25.6 million.

SANBAG received seven (7) bids from prime contractors ranging from $14,213,969.00 to a high of $18,273,448.45 (Exhibit A). At the bid opening Skanska USA Civil West was identified as the lowest bidder at $14,213,969.00 followed by USS Cal Builders, Griffith Company, Sully Miller, Steve P. Rados, Inc., Powell Constructors, Inc., and Riverside

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1204a-mb
Attachment: C11184

Construction. In accordance with the bid requirements all contractor bids were verified by staff.

Skanska USA Civil West bid documents were complete and in order in accordance with the submittal requirements. Staff reviewed Skanska USA Civil West Underutilized Disadvantage Business Enterprise (UDBE) commitment and determined that the 6.0 % UDBE contract goal was met in accordance with the requirements of the Invitation for Bids. As a result, staff finds that Skanska USA Civil West is the lowest responsive, responsible bidder and recommends the construction contract C11184 for Hunts Lane Grade Separation Project be awarded to Skanska USA Civil West in the amount of $14,213,969.00.

In March 2012 the Board approved extending period Bids are to remain open and cannot be withdrawn from a period of sixty (60) calendar days from the date prescribed from the Bid opening to eighty-five (85) calendar days. Per letter dated March 5, 2012, Skanska USA Civil West was also in agreement with extending the duration that their Bid and Bidders Bond are valid until April 4, 2012.

Recommendation 2:
Staff is also recommending approval of Allowances/Contingency for Contract No. C11184 on the Hunts Lane Grade Separation Project consisting of supplemental items, agency furnished materials, and contingency for a total amount of $1,833,947.00 (See Exhibit B). With the addition of Allowances/Contingency the total contract cost is $16,047,916.00.

At the May 2011 Board meeting, approval was given to take award of Contract No. C11184 directly to the Board without prior Committee review.

Financial Impact: This item is consistent with the Fiscal Year 2011/2012 Budget. Funding for the contract is provided under Task No. 0870 Hunts Lane Grade Separation Project.

Reviewed By: Approval was given to take the award of Contract No. C11184 directly to the SANBAG Board without prior Committee review at the May 2011 Board meeting. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this agreement as to form.

Responsible Staff: Michael Barnum, Construction Manager

BRD1203a-mb
Attachment: C11184

Exhibit A

#	Bidder	Final Bid Amount
1	Skanska USA Civil West	$ 14,213,969.00
2	USS Cal Builders	$ 14,374,018.30
3	Griffith Company	$ 15,474,692.65
4	Sully Miller	$ 15,696,750.00
5	Steve P. Rados, Inc.	$ 15,717,499.80
6	Powell Constructors, Inc.	$ 17,096,721.00
7	Riverside Construction	$ 18,273,448.45

BRD1203a-mb
Attachment: C11184

Exhibit B

Item	Item Description	Amount
	SUPPLEMENTAL WORK	
1	TRAINEES	$ 5,000.00
2	MAINTAIN TRAFFIC PER ENGINEEERS DIRECTION	$ 20,000.00
3	ADDITIONAL WATER POLLUTION CONTROL MEASURES	$ 100,000.00
4	STORM WATER SAMPLING AND ANALYSIS	$ 25,000.00
5	COMPENSATION ADJUSTEMENT FOR ASPHALT PRICE INDEX	$ 25,000.00
6	DISPUTE REVIEW BOARD	$ 10,000.00
7	PARTNERING	$ 10,000.00
8	EXCAVATION UNSUITABLE MAT BELOW FOOTING FOR MSE WALLS	$ 40,000.00
9	DIFFERING SITE CONDITIONS/BURIED OBJECTS	$ 80,000.00
10	DEBRIS AND WEED CONTROL/REMOVAL	$ 5,000.00
11	MAINTAIN EXISTING ELECTRICAL SYSTEMS	$ 10,000.00
12	BUSSING FOR CLINIC	$ 500.00
13	TEMPORARY BUSINESS SIGNAGE	$ 5,000.00
14	REMOVAL OF HAZARDOUS MATERIALS FOR TRUCK SCALE	$ 10,000.00
15	24" TEMPORARY STORM DRAIN PIPE (ADDENDUM 4)	$ 5,000.00
16	3/4" CRUSHED GRAVEL (2" DEEP) (ADDENDUM 4)	$ 22,050.00
17	**SUBTOTAL (SUPPLEMENTAL WORK)**	**$ 372,550.00**
18	AGENCY FURNISHED MATERIALS	
19	CERTIFIED BIOLOGIST REVIEWS	$ 40,000.00
20	**SUBTOTAL (AGENCY FURINISHED MATERIALS)**	**$ 40,000.00**
21	CONTINGENCIES	
22	10% of Construction Contract $14,213,969	$ 1,421,397.00
23	**SUBTOTAL (CONTINGENCY)**	$ 1,421,397.00
24	SUMMARY	
25	Construction Contract C11184	$ 14,213,969.00
26	Supplemental Work Items	$ 372,550.00
27	Agency Furnished Items	$ 40,000.00
28	Contingency (10%)	$ 1,421,397.00
29	**Total**	**$ 16,047,916.00**

BRD1203a-mb
Attachment: C11184

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 11184 Amendment No. _____

By and Between

San Bernardino Associated Governments and SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC.

Contract Description Hunts Lane Grade Separation Project

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

Overview of BOD Action: Award Construction Contract No. C11184 to SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC. for the Hunts Lane Grade Separation Project in the amount of $14,213,969.00.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	14,213,969.00	**Original Contingency Amount**	$	1,833,947.00
Revised Contract Amount *Inclusive of prior amendments*	$	NA	**Revised Contingency Amount** *Inclusive of prior amendments*	$	NA
Current Amendment Amount	$	NA	**Contingency Amendment**	$	NA
TOTAL CONTRACT VALUE	$	14,213,969.00	**TOTAL CONTINGENCY VALUE**	$	1,833,947.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	**16,047,916.00**

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
3/7/12	12/31/14	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0870

☐ 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:*

TCRP, DEMO, PNRS, CMAQ and Measure I 1990-2010

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☒ Retention? If yes, indicate 5%.

☒ Disadvantaged Business Enterprise (DBE) Goal ~~8%~~ 0% ☒ Underutilized DBE (UDBE) Goal ~~NA~~ 6% %

Task Manager Signature	2/24/12 Date	Project Manager Signature	2/24/12 Date
Chief Financial Officer Signature	2/24/12 Date	Contracts Manager Signature	3/6/12 Date

MM 2/24/12

C11184

CONTRACT # C11184

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
AND

SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC.

FOR

HUNTS LANE GRADE SEPARATION PROJECT

This Contract, is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Commission (referred to hereinafter as "COMMISSION"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and, Skanska USA Civil West California District, Inc. (referred to hereinafter as "CONTRACTOR") whose address is 1995 Agua Mansa Road, Riverside, CA 92509.

The COMMISSION and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, COMMISSION has determined that it requires construction of the Hunts Lane Grade Separation Project; and

WHEREAS, the work described herein cannot be performed by the employees of COMMISSION; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform these services identified herein.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents:

a) The Contract terms and conditions;
b) Invitation For Bids (IFB), first publication date October 10, 2011.
c) Bidder's Bid dated January 10, 2012.
d) The Project Plans entitled "Hunts Lane Grade Separation – Heritage Lane to Redlands Boulevard/Steel Road" dated May 5 , 2011 and Special Provisions dated October 10, 2011 for the work to be done are entitled Hunts Lane Grade Separation Project, Federal project No. PNRSCML-6053(095) & HPLUL-6053(096).

d) California Department of Transportation Standard Plans, dated 2006, the Standard Specifications dated 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.
e) Addenda No's 1,2,3,4.

ARTICLE 2. PAYMENT

CONTRACTOR agrees to perform all work set forth and particularly described in this Contract, incorporated herein by reference, in consideration of the Base Bid to be paid by COMMISSION in the amount of **$ 14,213,969.00**.

ARTICLE 3. PAYMENT AND PERFORMANCE BONDS

CONTRACTOR will furnish a payment bond, in the form provided by COMMISSION in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in the form provided by COMMISSION in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds, to be secured from a surety company satisfactory to COMMISSION within ten (10) working days of the Notice of Award of this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

ARTICLE 4. RETENTION/PROMPT PAYMENT

Pursuant to CFR 26.29, CONTRACTOR is required to pay all subcontractors for satisfactory performance no later than 30 days from when the CONTRACTOR receives payment from the COMMISSION. COMMISSION shall hold retainage from CONTRACTOR of five percent (5%) from each invoice, and shall make prompt and regular incremental acceptances of portions, as determined by COMMISSION of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with COMMISSION's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of; a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE contractors.

ARTICLE 5. COMPENSATION

COMMISSION agrees to pay, and CONTRACTOR agrees to accept in full payment for the work outlined in the Contract documents, the sum of **Fourteen Million Two Hundred Thirteen Thousand Nine Hundred Sixty Nine Dollars And Zero Cents** ($14,213,969.00), subject to additions and deductions, if any, in accordance with said documents [including without limit that compensation due for unit price work shall be the actual number of such units performed multiplied by the unit price]. Payment shall not be made more often than once each thirty (30) days, nor shall the amount be paid in excess of ninety five percent (95%) of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project. The Project Bid Schedule is attached herein.

C11184 Hunts Lane Grade Separation Project Bid Schedule

ITEM NO.	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
1		PROJECT SCHEDULE (CRITICAL PATH METHOD)	LS	1	20,000.00	20,000.00
2		LEAD COMPLIANCE PLAN	LS	1	3,000.00	3,000.00
3		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	2,500.00	2,500.00
4		STORM WATER POLLUTION PREVENTION MITIGATION	LS	1	67,000.00	67,000.00
5		18" REINFORCED CONCRETE PIPE	LF	287	52.00	14,924.00
6		24" REINFORCED CONCRETE PIPE	LF	490	75.00	36,750.00
7		30" REINFORCED CONCRETE PIPE	LF	337	99.00	33,363.00
8		36" REINFORCED CONCRETE PIPE	LF	114	101.00	11,514.00
9		42" REINFORCED CONCRETE PIPE	LF	447	132.00	59,004.00
10		60" REINFORCED CONCRETE PIPE	LF	454	204.00	92,616.00
11		FURNISH AND JACK 60" STEEL CASING	LF	194	777.00	150,738.00
12		6" SIDEWALK DRAIN (COLTON) (ADDENDUM 4)	LF	46	150.00	6,900.00
13		DRAINAGE INLET (CATCH BASIN NO. 3)	EA	7	10,800.00	75,600.00
14		DRAINAGE INLET (CATCH BASIN NO. 4)	EA	3	9,830.00	29,490.00
15		DRAINAGE INLET (TYPE V)	EA	1	5,130.00	5,130.00
16		DRAINAGE INLET (GRATED)	EA	4	4,620.00	18,480.00
17		JUNCTION STRUCTURE NO. 2	EA	4	10,380.00	41,520.00
18		JUNCTION STRUCTURE NO. 333	EA	2	11,100.00	22,200.00
19		DRAINAGE TRANSITION STRUCTURE 342	EA	1	26,400.00	26,400.00

ITEM NO.	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
20		DRAINAGE MANHOLE (MANHOLE NO. 2)	EA	3	6,500.00	19,500.00
21		DRAINAGE MANHOLE (MANHOLE NO. 322)	EA	2	6,400.00	12,800.00
22		DRAINAGE CONNECTION TO CHANNEL	EA	1	32,900.00	32,900.00
23	F	REINFORCED CONCRETE BOX CULVERT	CY	113	830.00	93,790.00
24	F	BAR REINFORCING STEEL (BOX CULVERT)	LB	17,665	0.90	15,898.50
25		ABANDON EXISTING STORM DRAIN	LF	87	20.00	1,740.00
26		REMOVE STORM DRAIN	LF	776	66.00	51,216.00
27		EXISTING CATCH BASIN TO BE ABANDONED	EA	1	1,915.00	1,915.00
28		EXISTING CATCH BASIN TO BE REMOVED	EA	6	1,915.00	11,490.00
29		ROADWAY EXCAVATION	CY	7,545	14.00	105,630.00
30		IMPORTED TOPSOIL	CY	600	40.00	24,000.00
31		IMPORTED BORROW (ADDENDUM 4)	CY	14,175	5.00	70,875.00
32		PORTLAND CEMENT CONCRETE PAVEMENT (6")	CY	130	200.00	26,000.00
33		MINOR CONCRETE (CURB & GUTTER) (8" (COLTON))	CY	7	460.00	3,220.00
34		MINOR CONCRETE (PCC ROLLED CURB) (4" (COLTON))	CY	5	450.00	2,250.00
35		MINOR CONCRETE (CURB & GUTTER) (8" TYPE "B" (SB))	CY	86	385.00	33,110.00
36		RETAINING WALL GUTTER	CY	13	523.00	6,799.00
37		MINOR CONCRETE (CURB) (8" PCC CURB, TYPE "A" (SB)) (ADDENDUM 4)	CY	98	408.00	39,984.00
38		MINOR CONCRETE (TEXTURED PAVING)	SF	3,635	7.00	25,445.00
39		MINOR CONCRETE (SIDEWALK) (4", CASE "A" (SB))	CY	157	334.00	52,438.00
40		ASPHALT CONCRETE (TYPE A) (ADDENDUM 4)	TON	5,350	79.00	422,650.00
41		TEMPORARY ASPHALT CONCRETE (TYPE A)	TON	1,235	90.00	111,150.00
42		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQ YD	845	16.00	13,520.00
43		MISCELLANEOUS ASPHALT CONCRETE PAVEMENT	SQ YD	932	29.00	27,028.00
44		CLASS 2 AGGREGATE BASE (ADDENDUM 4)	CY	6,380	12.00	76,560.00
45		MINOR CONCRETE (GUTTER DEPRESSION) (ADDENDUM 4)	CY	45	603.00	27,135.00
46		MINOR CONCRETE (CURB RAMP)	CY	25	2,051.00	51,275.00
47		MINOR CONCRETE (DRIVEWAY) CLASS B (ADDENDUM 4)	EA	5	3,640.00	18,200.00
48		CHAIN LINK FENCE (TYPE CL-6)	LF	295	30.00	8,850.00
49		CHAIN LINK GATE	EA	6	2,300.00	13,800.00
50		WROUGHT IRON FENCE	LF	342	112.00	38,304.00
51		WROUGHT IRON FENCE GATE	EA	7	3,750.00	26,250.00

ITEM NO.	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
52		SLURRY CEMENT BACKFILL	CY	30	140.00	4,200.00
53		REMOVE YELLOW PAINTED TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	4,000	2.00	8,000.00
54		FURNISH AND INSTALL ROADSIDE SIGNS AND POSTS	LS	1	6,600.00	6,600.00
55		INSTALL TRAFFIC STRIPES AND PAVEMENT MARKINGS	LS	1	22,000.00	22,000.00
56		REMOVE RETAINING WALL (PORTION)	LF	70	18.00	1,260.00
57		REMOVE MASONRY WALL	LF	750	21.00	15,750.00
58		REMOVE ROADSIDE SIGN	EA	20	100.00	2,000.00
59		CLEARING AND GRUBBING	LS	1	20,000.00	20,000.00
60		REMOVE CONCRETE (CURB AND GUTTER) (ADDENDUM 4)	LF	5,140	5.50	28,270.00
61		REMOVE CONCRETE SIDEWALK (ADDENDUM 4)	SF	25,658	1.00	25,658.00
62		REMOVE CONCRETE DRIVEWAY	CY	9	146.00	1,314.00
63		REMOVE AND SALVAGE EXISTING SIGNAL SYSTEM AND APPURTENANCES	LS	1	2,800.00	2,800.00
64		REMOVE FENCE	LF	446	9.00	4,014.00
65		REMOVE UNDERGROUND CASING AND ABANDONED PIPE	LS	1	70,100.00	70,100.00
66		RELOCATE "FORT BENSON" HISTORICAL LANDMARK	LS	1	1,600.00	1,600.00
67		REMOVE TRUCK SCALE & SIGN	LS	1	11,300.00	11,300.00
68		REMOVE BUSINESS SIGNS & POLES	LS	1	49,900.00	49,900.00
69		8" ABS COMPOSITE SEWER MAIN	LF	167	116.00	19,372.00
70		10" ABS COMPOSITE SEWER MAIN	LF	906	108.00	97,848.00
71		12" ABS COMPOSITE SEWER MAIN	LF	927	109.00	101,043.00
72		CONCRETE ENCASEMENT FOR SANITARY SEWER	CY	158	160.00	25,280.00
73		BAR REINFORCING STEEL (DOUBLE SEWER ENCASEMENT)	LB	540	3.00	1,620.00
74		FURNISH AND JACK 24" STEEL CASING	LF	531	260.00	138,060.00
75		MANHOLE (48") PER SAN BERNARDINO STD PLAN NO. 301	EA	9	7,900.00	71,100.00
76		MANHOLE (60") PER SAN BERNARDINO STD PLAN NO. 301	EA	2	8,900.00	17,800.00
77		STANDARD DROP MANHOLE PER SAN BERNARDINO STD.PLAN NO. 302	EA	1	8,900.00	8,900.00
78		SEWER MAINLINE CLEANOUT PER COLTON STD PLAN NO. 309	EA	1	1,700.00	1,700.00
79		ABANDON EXISTING 8" PIPE (ABS or VCP)	LF	160	6.00	960.00
80		ABANDON EXISTING 10" PIPE (ABS)	LF	1,023	8.00	8,184.00
81		ABANDON EXISTING 12" PIPE (ABS)	LF	962	9.00	8,658.00
82		ABANDON EXISTING SEWER MANHOLE	EA	8	533.00	4,264.00
83		ADJUST SEWER MANHOLE	EA	4	509.00	2,036.00
84		TEMPORARY FENCE (ORIGINAL IFB)	LF	7,500	7.20	54,000.00
85		TYPE III BARRICADE	EA	82	90.00	7,380.00

ITEM NO.	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
86		TEMPORARY 4" PAVEMENT MARKING	LF	15,510	1.00	15,510.00
87		TEMPORARY 8" PAVEMENT MARKING	LF	5,755	2.00	11,510.00
88		TEMPORARY PAVEMENT MARKING	SF	4,006	3.00	12,018.00
89		CHANNELIZER (SURFACE MOUNTED)	EA	1,039	21.00	21,819.00
90		TEMPORARY RAILING (TYPE K)	LF	4,000	8.00	32,000.00
91		TEMPORARY TRAFFIC CONTROL	LS	1	61,700.00	61,700.00
92		CONSTRUCTION AREA SIGNS	LS	1	77,400.00	77,400.00
93		12" x 8" REDUCER (COLTON)	EA	2	580.00	1,160.00
94		12" x 10" REDUCER (COLTON)	EA	1	600.00	600.00
95		24" x 12" REDUCER (COLTON)	EA	3	2,100.00	6,300.00
96		8" D.I.P. SPOOL (COLTON)	EA	4	550.00	2,200.00
97		10" D.I.P. SPOOL (COLTON)	EA	5	683.00	3,415.00
98		12" D.I.P. SPOOL (COLTON)	EA	7	653.00	4,571.00
99		24" x 24" x 10" D.I.P. TEE (COLTON)	EA	2	7,700.00	15,400.00
100		24" x 24" x 12" D.I.P. TEE (COLTON)	EA	2	3,800.00	7,600.00
101		24" x 24" x 24" D.I.P. TEE (COLTON)	EA	3	5,000.00	15,000.00
102		10" D.I.P. (COLTON)	LF	159	151.00	24,009.00
103		24" D.I.P. (COLTON)	LF	1,457	222.00	323,454.00
104		24" BUTTERFLY VALVE (COLTON)	EA	2	8,000.00	16,000.00
105		8" GATE VALVE (COLTON)	EA	2	2,350.00	4,700.00
106		10" GATE VALVE (COLTON)	EA	3	2,860.00	8,580.00
107		12" GATE VALVE (COLTON)	EA	2	3,600.00	7,200.00
108		8" TRANSITION COUPLING (COLTON)	EA	2	516.00	1,032.00
109		10" TRANSITION COUPLING (COLTON)	EA	2	575.00	1,150.00
110		12" TRANSITION COUPLING (COLTON)	EA	2	628.00	1,256.00
111		AIR VACUUM ASSEMBLY (COLTON)	EA	7	4,800.00	33,600.00
112		RELOCATE AIR VACUUM ASSEMBLY (COLTON & RIVERSIDE)	EA	2	1,600.00	3,200.00
113		BLOW-OFF ASSEMBLY (COLTON)	EA	2	6,280.00	12,560.00
114		FIRE HYDRANT ASSEMBLY (COLTON)	EA	4	8,330.00	33,320.00
115		FURNISH AND JACK 36" STEEL CASING	LF	236	900.00	212,400.00
116		HORIZONTAL BEND (COLTON)	EA	9	2,600.00	23,400.00
117		VERTICAL BEND (COLTON)	EA	8	3,300.00	26,400.00
118		4" GUARD POSTS	EA	8	500.00	4,000.00
119		10" X 8" REDUCER (SBMWD)	EA	1	850.00	850.00
120		16" CML&C WATER LINE (SBMWD)	LF	997	111.00	110,667.00
121		16" CML EPOXY COATED WATER LINE (SBMWD)	LF	505	171.00	86,355.00
122		8" D.I.P. (SBMWD)	LF	34	320.00	10,880.00
123		12" D.I.P. SPOOL SECTION (SBMWD)	EA	2	1,220.00	2,440.00
124		12" DUCTILE IRON MJ SLEEVE (SBMWD)	EA	2	1,360.00	2,720.00
125		8" GATE VALVE (SBMWD)	EA	1	2,300.00	2,300.00

ITEM NO.	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
126		12" GATE VALVE WITH 8" SLEEVE PIPE (SBMWD)	EA	2	3,380.00	6,760.00
127		16" BUTTERFLY VALVE (SBMWD)	EA	3	5,040.00	15,120.00
128		8" TEE (SBMWD)	EA	1	1,700.00	1,700.00
129		16" x 16" x 12" WELDED STEEL TEE (SBMWD)	EA	2	4,160.00	8,320.00
130		ACCESS PORT (SBMWD)	EA	3	4,630.00	13,890.00
131		AIR VACUUM ASSEMBLY (SBMWD)	EA	4	3,930.00	15,720.00
132		BLOW-OFF ASSEMBLY (SBMWD)	EA	5	12,570.00	62,850.00
133		BUTTSTRAP CONNECTION (SBMWD)	EA	2	800.00	1,600.00
134		FIRE HYDRANT ASSEMBLY (SBMWD)	EA	3	7,000.00	21,000.00
135		FORCE BALANCED FLEXIBLE EXPANSION JOINT UNIT (SBMWD)	EA	4	22,000.00	88,000.00
136		FURNISH & JACK 24" STEEL CASING	LF	290	370.00	107,300.00
137		FURNISH & INSTALL 24" STEEL CASING (OPEN CUT METHOD)	LF	409	270.00	110,430.00
138		HOLD DOWN STRAP (SBMWD)	EA	6	1,300.00	7,800.00
139		HORIZONTAL BEND (SBMWD)	EA	7	2,250.00	15,750.00
140		VERTICAL BEND (SBMWD)	EA	14	3,530.00	49,420.00
141		INSULATION FLANGE ASSEMBLY (SBMWD)	EA	13	1,040.00	13,520.00
142		BAR REINFORCING STEEL (WATER LINE PIPE SUPPORT) (SBMWD)	LB	5,210	1.00	5,210.00
143		MINOR CONCRETE- (WATER LINE PIPE SUPPORT) (SBMWD)	CY	52	900.00	46,800.00
144		PIPE LEAK DETECTION WITHIN CASING ASSEMBLY (SBMWD)	EA	1	13,000.00	13,000.00
145		SBMWD INTERTIE SYSTEM	EA	1	35,400.00	35,400.00
146		SERVICE CONNECTION	EA	1	18,900.00	18,900.00
147		VALVE BOX & SLEEVE (SBMWD)	EA	1	2,820.00	2,820.00
148		ADJUST WATER VALVE	EA	14	220.00	3,080.00
149		ADJUST WATER MANHOLE	EA	1	870.00	870.00
150		RECONSTRUCT WATER MANHOLE	EA	1	3,040.00	3,040.00
151		REMOVE ASBESTOS PIPE	LS	1	9,400.00	9,400.00
152		ABANDON 12" PIPE	LF	118	12.00	1,416.00
153		ABANDON 16" PIPE	LF	1,459	8.00	11,672.00
154		DEVELOP WATER SUPPLY	LS	1	7,000.00	7,000.00
155		REMOVE FIRE HYDRANT ASSEMBLY	EA	5	911.00	4,555.00
156		WALKWAY LIGHTING	LS	1	54,000.00	54,000.00
157		TRAFFIC SIGNAL AND HIGHWAY LIGHTING FACILITIES	LS	1	280,000.55	280,000.55
158	F	STRUCTURE EXCAVATION (EMERGENCY ACCESS STRUCTURE)	CY	176	33.00	5,808.00
159	F	STRUCTURE EXCAVATION (CULVERT SLAB)	CY	38	97.00	3,686.00
160	F	STRUCTURE EXCAVATION (HUNTS LANE OVERHEAD)	CY	338	50.00	16,900.00

ITEM NO.	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
161	F	STRUCTURE EXCAVATION (MSE WALL) (ADDENDUM 4)	CY	10,395	5.00	51,975.00
162	F	STRUCTURE EXCAVATION (OVEREXCAVATION) (ADDENDUM 4)	CY	14,515	2.00	29,030.00
163	F	STRUCTURAL EXCAVATION (TYPE 5 RETAINING WALL)	CY	440	13.00	5,720.00
164	F	STRUCTURE BACKFILL (EMERGENCY ACCESS STRUCTURE)	CY	54	115.00	6,210.00
165	F	STRUCTURE BACKFILL (CULVERT SLAB)	CY	25	250.00	6,250.00
166	F	STRUCTURE BACKFILL (HUNTS LANE OVERHEAD)	CY	186	80.00	14,880.00
167	F	STRUCTURE BACKFILL (TYPE 5 RETAINING WALL)	CY	755	35.00	26,425.00
168	F	IMPORTED BORROW (MSE WALL) (ADDENDUM 4)	CY	33,505	7.00	234,535.00
169	F	STRUCTURE BACKFILL (OVEREXCAVATION) (ADDENDUM 4)	CY	14,515	6.00	87,090.00
170	F	EARTH RETAINING STRUCTURE (ADDENDUM 4)	SF	55,215	31.50	1,739,272.50
171		FURNISH STEEL PILING (HP 14 X 102)	LF	3,369	60.00	202,140.00
172		DRIVE STEEL PILE (HP 14 X 102)	EA	66	1,300.00	85,800.00
173		48" ø CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	445	283.00	125,935.00
174		84" ø CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	179	1,950.00	349,050.00
175		PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	80,600.00	80,600.00
176	F	STRUCTURAL CONCRETE (EMERGENCY ACCESS STRUCTURE)	CY	356	448.00	159,488.00
177	F	STRUCTURAL CONCRETE (CULVERT SLAB)	CY	180	463.00	83,340.00
178	F	STRUCTURAL CONCRETE (HUNTS LANE OVERHEAD)	CY	1,402	680.00	953,360.00
179	F	STRUCTURAL CONCRETE - FLOATING SLAB (HUNTS LANE OVERHEAD)	CY	21	703.00	14,763.00
180	F	STRUCTURAL CONCRETE (TYPE 5 RETAINING WALL)	CY	258	450.00	116,100.00
181		MINOR CONCRETE (GARDEN WALL) (ADDENDUM 3)	CY	17	1,212.00	20,604.00
182	F	STRUCTURAL CONCRETE APPROACH SLAB (TYPE N)	CY	164	815.00	133,660.00
183		ARCHITECTURAL TREATMENT	SF	4,521	13.00	58,773.00
184		SOUND WALL (TYPE 5SW RETAINING WALL)	SF	792	39.00	30,888.00
185		SOUND WALL (ON CIDH PILES)	SF	2,758	7.50	20,685.00
186		GARDEN WALL (MASONRY BLOCK)	SF	2,108	39.00	82,212.00
187		JOINT SEAL (TYPE B - MR=1")	LF	148	100.00	14,800.00
188		JOINT SEAL (TYPE A)	LF	238	69.00	16,422.00
189	F	BAR REINFORCING STEEL (TYPE 5 RETAINING WALL)	LB	21,747	0.80	17,397.60
190	F	BAR REINFORCING STEEL (EMERGENCY ACCESS STRUCTURE)	LB	102,011	0.80	81,608.80

ITEM NO.	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
191	F	BAR REINFORCING STEEL (CULVERT SLAB)	LB	31,000	0.80	24,800.00
192	F	BAR REINFORCING STEEL (HUNTS LANE OVERHEAD)	LB	431,705	1.00	431,705.00
193		STAINLESS STEEL DOWELS	LB	335	6.00	2,010.00
194	F	SLOPE PAVING (CONCRETE)	CY	11	700.00	7,700.00
195		MINOR CONCRETE (BARRIER SLAB) (ADDENDUM 4)	CY	1,003	350.00	351,050.00
196	F	MISCELLANEOUS METAL (HUNTS LANE OVERHEAD)	LB	2,341	12.00	28,092.00
197		CHAIN LINK RAILING (TYPE 3)	LF	357	103.50	36,949.50
198		CHAIN LINK RAILING (TYPE 6)	LF	2,663	89.00	237,007.00
199		CHAIN LINK RAILING (TYPE 6) GATE	EA	1	5,550.00	5,550.00
200		CONCRETE BARRIER (TYPE 26)	LF	2,520	141.00	355,320.00
201		CABLE RAILING	LF	277	22.50	6,232.50
202		CONCRETE BARRIER (TYPE 732 MODIFIED)	LF	45	161.00	7,245.00
203		CITY OF COLTON ELECTRIC UTILITY	LS	1	277,000.00	277,000.00
204		AT&T UTILITY	LS	1	206,000.00	206,000.00
205		SCE ELECTRIC UTILITY	LS	1	162,000.00	162,000.00
206		SOIL PREP / FINE GRADING	SF	43,470	0.40	17,388.00
207		TREES - 24" BOX	EA	8	242.00	1,936.00
208		SHRUBS/PERENNIALS - 5 GAL	EA	181	23.00	4,163.00
209		SHRUBS/PERENNIALS - 1 GAL	EA	1,289	11.00	14,179.00
210		VINES - 1 GAL	EA	198	12.00	2,376.00
211		GROUNDCOVER - FLATS (ADDENDUM 4)	SF	17,617	0.15	2,642.55
212		TURF	SQ YD	222	9.00	1,998.00
213		3" MULCH AT SHRUBS AND GROUND COVER	CY	580	36.00	20,880.00
214		3/4" CRUSHED GRAVEL (2" DEEP) (ADDENDUM 4)	SF	5,250	4.50	23,625.00
215		JUTE NET	SF	32,000	0.25	8,000.00
216		2" X 4" REDWOOD HEADER	LF	234	5.00	1,170.00
217		IRRIGATION SYSTEMS (ADDENDUM #3)	SF	1	155,000.00	155,000.00
218		Not Used See Addendum # 3 Irrigation Systems	-	-		
219		Not Used See Addendum # 3 Irrigation Systems	-	-		
220		Not Used See Addendum # 3 Irrigation Systems	-	-		
221		Not Used See Addendum # 3 Irrigation Systems	-	-		
222		Not Used See Addendum # 3 Irrigation Systems	-	-		
223		Not Used See Addendum # 3 Irrigation Systems	-	-		
224		Not Used See Addendum # 3 Irrigation Systems	-	-		
225		Not Used See Addendum # 3 Irrigation Systems	-	-		

ITEM NO.	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
226		Not Used See Addendum # 3 Irrigation Systems	-	-		
227		Not Used See Addendum # 3 Irrigation Systems	-	-		
228		Not Used See Addendum # 3 Irrigation Systems	-	-		
229		Not Used See Addendum # 3 Irrigation Systems	-	-		
230		Not Used See Addendum # 3 Irrigation Systems	-	-		
231		Not Used See Addendum # 3 Irrigation Systems	-	-		
232		Not Used See Addendum # 3 Irrigation Systems	-	-		
233		Not Used See Addendum # 3 Irrigation Systems	-	-		
234		Not Used See Addendum # 3 Irrigation Systems	-	-		
235		PLANT ESTABLISHMENT (ADDENDUM 3)	LS	1	21,400.00	21,400.00
236		Not Used See Addendum # 3 Irrigation Systems	-	-		
237		WORK TO BE DONE ON PRIVATE PROPERTY	LS	1	16,200.00	16,200.00
238		POT HOLING	EA	50	1,800.00	90,000.00
239		RECORD OF SURVEY	LS	1	20,000.00	20,000.00
240		CONTRACTOR FURNISHED FIELD OFFICE COMPLEX	LS	1	55,500.00	55,500.00
241		MAINTAIN EXISTING PLANTER AREAS AND IRRIGATION	LS	1	3,400.00	3,400.00
242		PORTABLE CHANGEABLE MESSAGE SIGNS (ADDENDUM 3)	EA	4	9,300.00	37,200.00
243		MOBILIZATION (10% OF TOTAL COST)	LS	1	1,400,000.50	1,400,000.50
				Total	**$**	**14,213,969.00**

ARTICLE 6. TAXES, DUTIES AND FEES

Except to the extent expressly provided otherwise elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensations set forth in this Contract shall be inclusive of all a) local, municipal, state and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONTRACTOR; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 7. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not allocated or available for the continuance of work performed by the CONTRACTOR, work directly or indirectly involved may be suspended or terminated by COMMISSION at the end of the period for which funds are available. When COMMISSION becomes aware that any portion of work, which will or may be affected by a shortage of funds, it will notify CONTRACTOR within fifteen (15) days. Nothing herein shall relieve COMMISSION from its obligation to compensate CONTRACTOR for work performed pursuant to this Contract. No penalty shall accrue to COMMISSION in the event this provision is exercised.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide COMMISSION, the U.S. Department of Transportation (DOT), or other authorized representatives or agents of COMMISSION, access to CONTRACTOR' records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by COMMISSION, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow COMMISSION or its representatives or agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that is performing work under this Contract.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions attached herein. CONTRACTOR shall incur no costs and shall not perform or furnish any work, services or equipment under this Contract, unless and until the COMMISSION has issued a written Notice To Proceed (NTP).

ARTICLE 10. CONTRACTORS LICENSE

CONTRACTOR agrees that he is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract.

ARTICLE 11. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

11.1 CONTRACTOR agrees to comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49 CFR Part 21 as they may be amended from time to time, which are herein incorporated by this reference and made part of this Contract. The following minimum specific requirement activities of the Equal Employment Opportunity (EEO):

11.1.1 CONTRACTOR will work with the COMMISSION and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.

11.2.1 CONTRACTOR will accept as his operating policy the following statement: "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

11.2 EEO Officer: CONTRACTOR will designate and submit to the COMMISSION in writing the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate authority and responsibility to do so.

11.3 Dissemination of Policy: All members of the CONTRACTOR's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

11.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

11.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.

11.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.

11.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

11.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

11.4 Recruitment: When advertising for employees, CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

11.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.

11.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)

11.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

11.5 Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

11.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

11.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

11.5.3 CONTRACTOR will periodically review-selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates

that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

11.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.

11.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

11.6.1 Consistent with CONTRACTOR work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

11.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.

11.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

11.7 Unions: If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTOR's association acting, as agent will include the procedures set forth below:

11.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

11.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

11.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to the COMMISSION and shall set forth what efforts have been made to obtain such information.

11.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The Department of Labor ("DOL") has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONTRACTOR shall immediately notify the COMMISSION.

11.8 CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract. Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 23, shall have equal opportunity to compete for and perform subcontracts, which the CONTRACTOR enters into pursuant to this contract. The CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR' shall obtain lists of DBE construction firms from COMMISSION DBE Liaison. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

11.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the COMMISSION and the FHWA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

11.9.1 CONTRACTOR will submit an annual report to the COMMISSION each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

ARTICLE 12. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to COMMISSION, in writing, of any conflict of interest issues as soon as they are known to CONTRACTOR.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by COMMISSION, shall deliver to COMMISSION the original of all such products which shall become the property of COMMISSION.

13.2 All materials, documents, data or information obtained from COMMISSION's data files or any COMMISSION medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of COMMISSION. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of COMMISSION.

13.3 Except as reasonably necessary for the performance of Services, CONTRACTOR and its employees and agents shall hold in confidence the materials and information referred to in this Article, which are produced by CONTRACTOR for COMMISSION in the performance and completion of CONTRACTOR's Services under this Contract, until released in writing by COMMISSION, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

13.4 CONTRACTOR shall not use COMMISSION's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of COMMISSION.

13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by COMMISSION unless otherwise agreed to by CONTRACTOR and COMMISSION.

13.6 CONTRACTOR agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of COMMISSION, any information obtained by CONTRACTOR from or through COMMISSION in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from COMMISSION pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from COMMISSION and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same.

ARTICLE 14. TERMINATION

14.1 Termination For Convenience – COMMISSION shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending COMMISSION's instruction, and shall turn over such Work in accordance with COMMISSION's instructions. CONTRACTOR shall deliver to COMMISSION, in accordance with COMMISSION instructions, all deliverables prepared by CONTRACTOR or its subcontracts or furnished to CONTRACTOR by COMMISSION. Upon such delivery, CONTRACTOR may then invoice COMMISSION for payment in accordance with the terms hereof. If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from COMMISSION as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination. CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR' s field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with COMMISSION's instructions plus the actual cost necessarily incurred in effecting the termination.

14.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, COMMISSION may, without prejudice to any other rights or remedies

COMMISSION may have, (a) hold in abeyance further payments to CONTRACTOR; (b) stop any services of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by COMMISSION, COMMISSION may take possession of the deliverables and finish Services by whatever method COMMISSION may deem expedient. A waiver by COMMISSION of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

14.2.1 In the event of termination, CONTRACTOR shall deliver to COMMISSION all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by COMMISSION.

14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to COMMISSION, satisfactory in form and content to COMMISSION and verified by COMMISSION. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 15. INSURANCE

Without in anyway affecting the indemnity herein provided and in addition thereto the CONTRACTOR shall, at the CONTRACTOR's expense, and prior to commencement of any work, procure and maintain in full force insurance from the beginning of the work through final acceptance by COMMISSION. In addition, CONTRACTOR shall maintain completed operations coverage with a carrier acceptable to COMMISSION through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a California admitted carrier with a Best's rating of A-VII or better, and shall be written with at least the following limits of liability:

15.1 Workers' Compensation and Employer's Liability Insurance – Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Employer's Liability Insurance shall be provided in amounts not less than:

(a) $1,000,000 for each accident for bodily injury by accident.
(b) $1,000,000 policy limit for bodily injury by disease.
(c) $1,000,000 for each employee for bodily injury by disease.

The policy must contain the following endorsement, which must be stated on the certificate of insurance: Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing the Union Pacific Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

15.2 Liability Insurance – CONTRACTOR shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

(a) Premises, operations and mobile equipment.
(b) Products and completed operations.
(c) Broad form property damage (including completed operations).
(d) Explosion, collapse and underground hazards.
(e) Personal injury.
(f) Contractual liability.

15.2.1 Liability Limits/Additional Insureds - Insurance shall be written on ISO occurrence form 00 01 12 04 (or a substitute form providing equivalent coverage) and the policy must contain the following endorsement, which must be stated on the certificate of insurance:

(a) Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
(b) Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

The limits of liability shall be at least:

(a) $5,000,000 for each occurrence (combined single limit for bodily injury and property damage).
(b) $2,000,000 aggregate for products-completed operations.
(c) $10,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
(d) $5,000,000 umbrella or excess liability. For projects over $25,000,000 only, an additional $20,000,000 umbrella or excess liability (for a total of $25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $5,000,000 or $15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

15.3 COMMISSION, the State of California, UPPR, City of Colton, City of San Bernardino and their authorized officers, employees, agents and volunteers, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract. Coverage for such additional insureds shall not extend to liability:

(a) Arising from any defective or substandard condition of the Roadway which existed at or prior to the time the CONTRACTOR commenced work, unless such condition has been changed by the work or scope of the work requires the CONTRACTOR to

maintain existing Roadway facilities and the claim arises from the CONTRACTOR's failure to maintain; or

(b) For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the CONTRACTOR which occurred during the course of the work; or

(c) To the extent prohibited by Section 11580.04 of the Insurance Code.

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by COMMISSION will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

15.4 Automotive Liability Insurance – CONTRACTOR shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall not be less than $5,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under "Liability Limits/Additional Insureds," shall also apply to automobile liability.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

(a) Coverage for Certain Operations in Connection with Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the designated job site.

(b) Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) if required by law.

15.5 Railroad Protective Liability Insurance – CONTRACTOR shall carry Railroad Protective Liability Insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) naming COMMISSION, the State of California, City of San Bernardino, City of Colton, and UPRR as a Named Insured covering all operations by or on behalf of CONTRACTOR providing insurance for bodily injury liability, and property damage liability. The limits of liability shall not be less than $5,000,000 per occurrence and aggregate of $10,000,000. A binder stating the policy is in place must be submitted to COMMISSION and UPRR before the work may be commenced and until the original policy is forwarded to COMMISSION.

15.6 Builder's Risk Insurance – CONTRACTOR shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount equal to the not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk policy shall include a soft cost endorsement that covers COMMISSION's soft costs equal to twenty percent (20%) of the contracts full value. Soft costs are defined as certain expenses, in addition to labor and materials, required to complete the project that has been delayed due to unexpected physical damage and include, but are not limited to the following; legal/accounting fees, design or other professional fees, financing costs, taxes,

general administration, lease expenses, permit fees and insurance premiums. This insurance shall include interests of COMMISSION, CONTRACTOR and its sub-contractors in the Project as insureds as their interest may appear. The insurance shall cover without limitation, loss or damage to the work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such loss. During the Project construction period, the COMMISSION, CONTRACTOR and its sub-contractors shall mutually waive all rights of recovery for damages caused by fore or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the work or the property of the CONTRACTOR or sub-contractor shall be endorsed to provide a waiver of subrogation in favor of the COMMISSION, CONTRACTOR and sub-contractors–as their interest may appear.

15.7 Waiver of Subrogation Rights - CONTRACTOR shall require the carriers of the above required coverage's to waive all rights of subrogation against COMMISSION, and its authorized officers, employees, agents and volunteers, CONTRACTOR and subcontractors. This waiver must be stated on the certificate of insurance.

15.8 Policy Forms, Endorsements and Certificates – CONTRACTOR's General Liability Insurance shall be provided under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

15.9 Proof of Insurance – Evidence of insurance in a form acceptable to COMMISSION, including the required "additional insured" endorsements, shall be provided within 10 business days after Notice of Award is given to CONTRACTOR. Prior to commencing any work, CONTRACTOR shall furnish COMMISSION with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide COMMISSION 30 days' written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide COMMISSION 10 days' written notice. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy, and shall also include the Contract Number and Project Manager' name on the face of the certificate. COMMISSION may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of COMMISSION. Standard ISO form No. CG0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusion is at the discretion of COMMISSION. Regardless of the allowance of exclusions or deductions by COMMISSION, CONTRACTOR shall be responsible for any deductible

amount and shall warrant that the coverage provided to COMMISSION is consistent with the requirements of this section. CONTRACTOR shall require provide certified copies of all insurance policies required within ten (10) days of COMMISSION's written request of said copies.

15.10 Enforcement – COMMISSION may take any steps as are necessary to assure CONTRACTOR' compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of Contract. In the event the CONTRACTOR fails to maintain any insurance coverage required, COMMISSION may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or terminate this Contract. The required insurance shall be subject to the approval of COMMISSION, but any acceptance of insurance certificates by COMMISSION shall in no way limit or relieve the CONTRACTOR of the CONTRACTOR's duties and responsibilities under the Contract to indemnify, defend and hold harmless COMMISSION, and its authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude COMMISSION from taking other actions as is available to it under any other provision of the contract or law. Failure of COMMISSION to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

15.11 Miscellaneous – Nothing contained in this Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE 16. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COMMISSION) and hold harmless COMMISSION and its authorized officers, employees, agents and volunteers (indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the indemnitees on account of any claim except where such indemnification its prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification obligation applies to the indemnitees' "passive" negligence but does not apply to the indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 17. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the property of COMMISSION when prepared, whether delivered to COMMISSION or not.

ARTICLE 18. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent CONTRACTOR. Accordingly, all work provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction and control of CONTRACTOR. COMMISSION shall rely on CONTRACTOR for results only, and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR' employees in the performance or as to the manner, means and methods by which work is to be performed. All workers furnished by CONTRACTOR pursuant to this Contract, and all representatives of CONTRACTOR shall be and remain the employees or agents of CONTRACTOR or of CONTRACTOR' subcontractors at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of COMMISSION.

ARTICLE 19. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the Indemnification provision.

ARTICLE 20. BONDS

As a condition of issuance of the Notice To Proceed, CONTRACTOR agrees to furnish to COMMISSION a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the original contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of the original contract amount. These bonds shall be secured from a surety company (ies) admitted in the state of California and satisfactory to COMMISSION. Bonds shall remain in force and effect for a period of one year following the date of filing of Notice of Completion. If the contract price is increased, COMMISSION may in its sole discretion, require an increase in the amount of the bonds or new bonds covering the increased amount. These bonds are to be in effect from Notice To Proceed through the term of this Contract.

ARTICLE 21. PRECEDENCE

The Contract documents consist of these general terms and conditions and the specifications, drawings and special provisions referenced herein and incorporated by this reference. The following order of precedence shall apply: a) this Contract and all attachments; b) COMMISSION's IFB provisions; c) CONTRACTOR' Bid; all other documents, if any, cited herein or incorporated by reference.

ARTICLE 22. COMMUNICATIONS/NOTICES

All notices and communications permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the

United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing. All communications pursuant to or in connection with this Contract shall be marked with COMMISSION contract number.

To CONTRACTOR	To COMMISSION
Skanska USA Civil West	San Bernardino Associated Governments
1995 Agua Mansa Road	1170 W. 3rd Street, 2nd Floor
Riverside, CA 92509	San Bernardino, CA 92410
Attn: Tom Wilson, Vice President	Attn: Mr. Garry Cohoe
Phone: 951 684-5360	Phone: (909) 884-8276

ARTICLE 23. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in performance of this Contract, it shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.

ARTICLE 25. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable Federal Highways Administration (FHWA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended time to time through the term of this Contract. CONTRACTOR's failure to comply shall constitute a material breach of Contract.

ARTICLE 26. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to COMMISSION for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay COMMISSION the sum of **$8,700.00** per each calendar day of delay as identified in the weekly

statement of working days issued by the COMMISSION. COMMISSION shall not withhold liquidated damages if the delay is determined by COMMISSION to be excusable in accordance with the Force Majeure article of this Contract. COMMISSION may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 27. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from COMMISSION.

ARTICLE 28. SUBCONTRACTS

28.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by COMMISSION. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR's own organization (23 CFR 635).

28.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

28.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

28.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full COMMISSION to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as COMMISSION determines is necessary to assure the performance of the Contract.

28.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of COMMISSION, or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after COMMISSION has

assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, Section 4100 et. seq. COMMISSION's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. COMMISSION reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 29. COORDINATION WITH OTHER CONTRACTS

COMMISSION may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and COMMISSION's employees or agents and carefully fit its own work to such additional work as may be directed by COMMISSION. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by COMMISSION.

ARTICLE 30. DAVIS BACON WAGE REQUIREMENTS

30.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

30.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this Article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in herein. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage

determination (including any additional classification and wage rates conformed under of this section) and the Davis-Bacon poster (WH1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

30.3 COMMISSION shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under this Contract shall be classified in conformance with the wage determination. COMMISSION shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

30.4 If CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and COMMISSION agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by COMMISSION to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the COMMISSION or will notify COMMISSION within the 30-day period that additional time is necessary.

30.5 In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and COMMISSION do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), COMMISSION shall refer the questions, including the views of all interested parties and the recommendation of COMMISSION, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise COMMISSION or will notify the COMMISSION within the 30-day period that additional time is necessary.

30.6 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, should be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

30.7 Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

30.8 If CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount

of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

30.9 Withholding - COMMISSION shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by this Contract, COMMISSION may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

30.10 Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described herein, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

30.11 Apprenticeship - If CONTRACTOR employs apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

30.12 Payroll - CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate Federal agency) if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to COMMISSION. The payrolls submitted shall set out accurately and completely all of the information required to be maintained Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029005000141), U.S. Government Printing Office, Washington, DC 20402. CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors.

30.12.1 Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

30.12.2 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH347 shall satisfy the requirement for submission of the Statement of Compliance required by this section. The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

30.12.3 CONTRACTOR or subcontractor shall make the records required under of this section available for inspection, copying, or transcription by authorized representatives of the COMMISSION or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

30.13 Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in CONTRACTOR's or subcontractors registered program shall be observed.

30.13.1 Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

30.14 Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training

Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

30.15 Compliance with Copeland Act requirements - CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as COMMISSION may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

30.16 Contract termination – debarment- A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

30.17 Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

30.18 Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors)

and COMMISSION, the U.S. Department of Labor, or the employees or their representatives.

30.19 Certification of eligibility- (i) By entering into this Contract, CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

30.20 Contract Work Hours and Safety Standards Act- COMMISSION shall cause or require the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

30.21 Overtime requirements- No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

30.22 Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

30.22.1 Withholding for unpaid wages and liquidated damages - COMMISSION shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be

necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

30.23 Subcontracts - CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

30.23.1 In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, COMMISSION shall insert a clause requiring that the CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, COMMISSION shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of COMMISSION and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

ARTICLE 31. SAFETY

In the performance of this Contract, CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as COMMISSION may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

ARTICLE 32. UNDERUTILIZED DISADVANTAGE BUSINESS ENTERPRISES

32.1 COMMISSION, as a recipient of federal financial assistance, is required to implement a Underutilized Disadvantaged Business Program in accordance with Federal regulation 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). The COMMISSION has set a contract specific goal of **6.0%** for this project. CONTRACTOR shall furnish all documentation satisfactory to COMMISSION that the work committed to UDBE's was actually performed by UDBE's. Requests for progress payments shall include a summary of payments (Form 315) actually made to UDBE's during the invoice period, which includes a total of all payments made to **all** subcontractors under this Contract. UDBE participation shall be credited toward the overall UDBE goal only when payments are actually made to the UDBE firms. CONTRACTOR shall submit on the 15th of every month to COMMISSION's Contract Compliance Officer, Form 315. Upon completion of the Contract, CONTRACTOR shall submit "Final Report-Utilization of Disadvantaged Business Enterprises-First Tier Subcontractors", Form 17-F and submit with the final invoice.

32.2 CONTRACTOR shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by CONTRACTOR to carry out these requirements is material breach of this Contract, which may result in the termination of this Contract or such other remedy, as COMMISSION may deem appropriate.

ARTICLE 33. NONSEGREGATED FACILITIES

33.1 CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

33.2 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

33.3 CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or

consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

ARTICLE 34. RECORD OF MATERIALS, SUPPLIES AND LABOR

CONTRACTOR agrees to become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by CONTRACTOR of Highway Construction Involving Federal Funds," prior to the commencement of work under this Contract. CONTRACTOR shall also maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47. CONTRACTOR shall furnish, upon the completion of the Contract, to COMMISSION on Form FHWA-47 together with the data required in this Article relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned. At the CONTRACTOR's option, either a single report covering all contract work or separate reports for the CONTRACTOR and for each subcontract shall be submitted.

ARTICLE 35. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

CONTRACTOR agrees that in order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, CONTRACTOR', suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any

statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than $10,000 or imprisoned not more than 5 years or both."

ARTICLE 36. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of COMMISSION, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 37. CONFIDENTIALITY

Any COMMISSION materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by COMMISSION. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without written approval from COMMISSION.

ARTICLE 38. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person, undergoing sentence of imprisonment at hard labor. This provision does not include convicts who are on parole or probation.

ARTICLE 39. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by COMMISSION, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the difficulty of cost of successfully or interpretations made by CONTRACTOR on the basis of the information made available by COMMISSION.

ARTICLE 40. RECYCLED PRODUCTS

CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act as amended, (42 USC 6962), including but not limited to the 40 CFR Part 247 and Executive Order 12873, as applicable. CONTRACTOR agrees to include this Article in all of its subcontracts.

ARTICLE 41. SEVERABILITY

The partial or complete invalidity in whole or in part, of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 42. FORCE MAJEURE

CONTRACTOR shall not be in default of this Contract in the event that the work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons; riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government, and fires, severe weather, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. Other catastrophic events do not include the financial inability of the CONTRACTOR to perform or failure of the CONTRACTOR to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the CONTRACTOR.

ARTICLE 43. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 44. EFFECTIVE DATE

The date that this Contract is executed by COMMISSION shall be the Effective Date of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year first written below, but effective as of the day and year first set forth above.

SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC.

By: _____
Tim Wilson, Vice President

Date: _____

Licensed in accordance with an act providing for registration of contractors.

_____
License Number

_____
Federal Employer Identification Number

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

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

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: 32

Date: April 4, 2012

Subject: 2012 Corridor Mobility Improvement Account (CMIA) Baseline Agreements

Recommendation:* Approve the execution of CMIA Baseline Agreements as listed in Attachment 1 for the following nominated projects:

1. I-15 Ranchero Interchange Project, CMIA request of $21.1 million;
2. I-10 Tippecanoe Interchange Phase I Project, CMIA request of $10 million;
3. I-215 (Bicounty) Newport Bridge Replacement Project, CMIA request of $3.4 million; and
4. I-10 Duncan Canyon Interchange Project, CMIA request of $12 million.

Background: The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Proposition 1B), approved by the voters in November 2006, included $4.5 billion for the Corridor Mobility Improvement Account. Proposition 1B established a statutory requirement that CMIA projects must go to construction no later than December 31, 2012. As of March 2012, there are 25 CMIA projects totaling approximately $810 million of bond funds that have yet to be voted by the California Transportation Commission (CTC).

Starting in December 2011, the CTC requested monthly status reports from Caltrans on all remaining CMIA projects. Each project was assigned risk factors so that critical delivery issues could be closely monitored. It is the CTC's desire to vote all CMIA funds for projects by June 2012. Meanwhile, project savings

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	x	CTA	x	SAFE		CMA	

Check all that apply.
BRD1204a-wl
Attachment: BRD1204a1-wl

continue to occur. As of February 2012, Caltrans staff shared a preliminary figure of $100 million in CMIA savings generated from southern California and about the same amount of savings in the north. Projects that are eligible for CMIA savings must be programmed ahead of, or at the time of allocation.

On March 7, 2012, staff provided information to the SANBAG Board on candidate projects that might qualify to receive CMIA savings. Since then, more eligibility criteria were shared at statewide CMIA meetings hosted by Caltrans and CTC staff. In addition to all CMIA eligibility criteria established in the current guidelines, project deliverability will be a key factor in project selection. Regions that have CMIA-eligible projects that can meet the deadline were encouraged to submit allocation request packages by March 23, 2012 for a CTC vote as early as April. The packages included the required signed CMIA Baseline Agreement, Project Program Request, and Funding Allocation Request.

This item requests Board approval of the following CMIA Baseline Agreements, detailed in the Attached 1, ahead of a possible CTC programming action on April 25th:

1. I-15 Ranchero Interchange Project, CMIA request of $21.1 million.
2. I-10 Tippecanoe Interchange Phase I Project, CMIA request of $10 million.
3. I-215 Newport Bridge Replacement Project, CMIA request of $3.4 million.
4. I-10 Duncan Canyon Interchange Project, CMIA request of $12 million.

The first three projects above were discussed in the SANBAG Board agenda of March 7, 2012. The Duncan Canyon Interchange project is a new CMIA nomination. The project can meet April allocation deadline and is CMIA-eligible because of its location on I-15, a CMIA Corridor. Absent CMIA funds for this project, failure is possible because of local revenue shortfalls. However, the net effect of an award of CMIA funds to Duncan Canyon Interchange would be increased Valley Interchange Program revenue available to fund public shares of priority interchange projects. A new funding agreement between SANBAG and City of Fontana will be presented.

Financial Impact: This item has no financial impact to SANBAG's Fiscal Year 2011/2012 budget.

Reviewed By: This item has not had Policy Committee review and will be presented to the Board of Directors on April 4, 2012.

Responsible Staff: Ty Schuiling, Interim Executive Director

BRD1204a-wl
Attachment: BRD1204a1-wl

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
PROJECT BASELINE AGREEMENT

1. PARTIES AND DATE

1.1 This Project Baseline Agreement (Agreement) for the *I-10 Tippecanoe Ave Interchange Improvements (phase I)*, effective on _____, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), and the *San Bernardino Associated Governments* (Project Sponsor), sometimes collectively referred to as the "Parties".

2. RECITAL

2.1 Whereas at its _____ Meeting, the California Transportation Commission amended the Corridor Mobility Improvement Account Program and included in this program of projects the *I-10 Tippecanoe Ave Interchange Improvements (phase I)* The parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form, as the baseline for project monitoring by the California Transportation Commission. The undersigned Project Sponsor certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

3. GENERAL PROVISIONS

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

3.1 To meet the requirements of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and to Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193).

3.2 To adhere to the provisions of the California Transportation Commission Resolution CMIA-P-0910-01, "Adoption of Amendment to the Corridor Mobility Account Program," dated May 19, 2010.

3.3 To adhere to the California Transportation Commission's Corridor Mobility Account Guidelines.

3.4 To adhere to the California Transportation Commission's Accountability Implementation Plan and policies, and program and baseline amendment processes.

3.5 The Sponsoring Agency agrees to secure funds for any additional costs of the project. Any change to the funding commitments outlined in this agreement requires an amendment.

3.6 To report to the California Transportation Commission on a quarterly basis on the progress made toward the implementation of the project, including scope, cost, and schedule.

3.7 To maintain and make available to the California Transportation Commission and/or its designated representative, all work related documents, including engineering and financial data, during the course of the project and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.

3.8 The California Transportation Commission and/or its designated representative, has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Sponsoring Agency, and any subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project. Audits with be conducted in accordance with Generally Accepted Government Auditing Standards.

4. SPECIFIC PROVISIONS AND CONDITIONS

4.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

SIGNATURE PAGE
TO
CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
PROJECT BASELINE AGREEMENT

_____

Ty Schuiling **Date**
Interim Executive Director
San Bernardino Associated Governments

_____

Malcolm Dougherty **Date**
Acting Director
California Department of Transportation

_____

Bimla G. Rhinehart
Executive Director
California Transportation Commission

ATTACHMENT 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

General Instructions

☑ New Project ☐ Amendment (Existing Project) | Date: 03/21/12

Caltrans District	EA	PPNO	MPO ID	TCRP No.
08	44811	0154F	44810	

County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency	
SBD	10	25.3	26.3	SANBAG	
				MPO	Element
				SCAG	CO

Project Mgr/Contact	Phone	E-mail Address
Barbara Fortman	909-884-8276	Bfortman@sanbag.ca.gov

Project Title

I-10 Tippecanoe Ave Interchange Improvements (phase I)

Location, Project Limits, Description, Scope of Work, Legislative Description

The proposed project is the first phase of a two phase project. Phase 1 project improvements include widening of eastbound I-10 between the Waterman Avenue on-ramp and Tippecanoe Avenue off-ramp. The widening would provide for four general purpose lanes and one auxiliary lane, with standard inside and outside shoulders, and would accommodate the ultimate I-10 widening for HOV lanes.

Component	Implementing Agency	Reimbursements
PA&ED	SANBAG	
PS&E	SANBAG	
Right of Way	Caltrans	
Construction	SANBAG	

Legislative Districts

Assembly:	59 62 63	Senate:	29 31 32
Congressional:	41 43		

Purpose and Need

Eb I-10 at Tippecanoe is currently operating at LOS F in the PM peak hours. WB I-10 and the Tippecanoe Ave. WB on and off ramps operate at LOS D in the AM peak hour. The close proximity of the Anderson St/ Redlands Blvd intersection to the Eb I-10 off and on ramp intersection with Tippecanoe Ave creates severe traffic queuing resulting in deficient operations of these intersections.

Project Benefits

This project will improve mainline operations by relieving the backup on the existing off-ramp. Relieve traffic congestion and reduce traffic delays during peak operating hours at the adjacent interchange. Relieve traffic congestion and reduce traffic delays during peak operating hours on existing arterial and collector roads adjacent to I-10. Provide vehicular access to existing nearby residential, commercial, and industrial areas.

97 daily vehicles hours of delay saved with the project 653 a.m. peak minutes and 882 p.m. peak minutes of delay saved with the project. At Buildout (2035):1,743 daily vehicle hours of delay saved with the project with 9,704 a.m. peak minutes and 17,249 p.m. peak minutes of delay saved with the project

Project Milestone			Proposed
Project Study Report Approved			
Begin Environmental (PA&ED) Phase			12/19/05
Circulate Draft Environmental Document	Document Type	ND/FONSI	02/01/08
Draft Project Report			01/30/08
End Environmental Phase (PA&ED Milestone)			01/27/11
Begin Design (PS&E) Phase			12/03/08
End Design Phase (Ready to List for Advertisement Milestone)			04/12/12
Begin Right of Way Phase			01/27/11
End Right of Way Phase (Right of Way Certification Milestone)			01/11/12
Begin Construction Phase (Contract Award Milestone)			07/11/12
End Construction Phase (Construction Contract Acceptance Milestone)			07/11/13
Begin Closeout Phase			08/01/13
End Closeout Phase (Closeout Report)			08/01/15

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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ATTACHMENT 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 03/21/12

County	CT District	PPNO	TCRP Project No.	EA
SBD	08	0154F		44811
Project Title:	I-10 Tippecanoe Ave Interchange Improvements (phase I)			

Proposed Total Project Cost

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)	1,242							1,242
PS&E	1,581							1,581
R/W SUP (CT)		10						10
CON SUP (CT)								
R/W								
CON			13,000					13,000
TOTAL	2,823	10	13,000					15,833

Notes

Fund No. 1:	Corridor Mobility Improvement Account (CMIA) Program							
Proposed Funding								
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON			10,000					10,000
TOTAL			10,000					10,000

Program Code: 20.20.721.000

Funding Agency: Caltrans

Fund No. 2:	DEMO/TEA 21							
Proposed Funding								
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)	515							515
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL	515							515

Program Code:

Funding Agency: Federal

Fund No. 3:	Local Funds							
Proposed Funding								
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON			3,000					3,000
TOTAL			3,000					3,000

Program Code:

Funding Agency: City of Loma Linda

BRD1204a1-wl

ATTACHMENT 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 03/21/12

County	CT District	PPNO	TCRP Project No.	EA
SBD	08	0154F		44811

Project Title: I-10 Tippecanoe Ave Interchange Improvements (phase I)

Fund No. 4: SANBAG Measure I

Program Code:

Funding Agency: SANBAG

Proposed Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)	727							727
PS&E	1,581							1,581
R/W SUP (CT)		10						10
CON SUP (CT)								
R/W								
CON								
TOTAL	2,308	10						2,318

Fund No. 5:

Program Code:

Funding Agency:

Proposed Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

Fund No. 6:

Program Code:

Funding Agency:

Proposed Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

Fund No. 7:

Program Code:

Funding Agency:

Proposed Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
PROJECT BASELINE AGREEMENT

1. PARTIES AND DATE

1.1 This Project Baseline Agreement (Agreement) for the *I-15 Duncan Canyon Rd. Interchange*, effective on _____, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans) and the *San Bernardino Associated Governments* (Project Sponsors), sometimes collectively referred to as the "Parties".

2. RECITAL

2.1 Whereas at its _____ Meeting, the California Transportation Commission amended the Corridor Mobility Improvement Account Program and included in this program of projects the *I-15 Duncan Canyon Rd. Interchange*. The parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form, as the baseline for project monitoring by the California Transportation Commission. The undersigned Project Sponsor certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

3. GENERAL PROVISIONS

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

3.1 To meet the requirements of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and to Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193).

3.2 To adhere to the provisions of the California Transportation Commission Resolution CMIA-P-0910-01, "Adoption of Amendment to the Corridor Mobility Account Program," dated May 19, 2010.

3.3 To adhere to the California Transportation Commission's Corridor Mobility Account Guidelines.

3.4 To adhere to the California Transportation Commission's Accountability Implementation Plan and policies, and program and baseline amendment processes.

3.5 The Sponsoring Agency agrees to secure funds for any additional costs of the project. Any change to the funding commitments outlined in this agreement requires an amendment.

3.6 To report to the California Transportation Commission on a quarterly basis on the progress made toward the implementation of the project, including scope, cost, and schedule.

3.7 To maintain and make available to the California Transportation Commission and/or its designated representative, all work related documents, including engineering and financial data, during the course of the project and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.

3.8 The California Transportation Commission and/or its designated representative, has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Sponsoring Agency, and any subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project. Audits with be conducted in accordance with Generally Accepted Government Auditing Standards.

4. SPECIFIC PROVISIONS AND CONDITIONS

4.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

SIGNATURE PAGE
TO
CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
PROJECT BASELINE AGREEMENT

_____

Ty Schuiling **Date**
Interim Executive Director
San Bernardino Associated Governments

_____

Ken Hunt **Date**
City Manager
City of Fontana

_____

Malcolm Dougherty **Date**
Acting Director
California Department of Transportation

_____

Bimla G. Rhinehart
Executive Director
California Transportation Commission

ATTACHMENT 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

General Instructions

☑ New Project ☐ Amendment (Existing Project) | Date: 03/14/12

Caltrans District	EA	PPNO	MPO ID	TCRP No.
08	0H130		200431	

County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency	
SBD	10	9.82	11.94	City of Fontana	
				MPO	Element
				SCAG	

Project Mgr/Contact	Phone	E-mail Address
Kevin Ryan	909-350-6655	kryan@fontana.org

Project Title

I-15 Duncan Canyon Interchange

Location, Project Limits, Description, Scope of Work, Legislative Description

Construct a new interchange on I-15 at Duncan Canyon Rd. in the City of Fontana within the county of San Bernardino.

Component	Implementing Agency	Reimbursements
PA&ED	City of Fontana	
PS&E	City of Fontana	
Right of Way	City of Fontana	
Construction	City of Fontana	

Legislative Districts

Assembly:	62	Senate:	32
Congressional:	43		

Purpose and Need

The I-15 freeway is the fourth largest north south transcontinental interstate highway in the US. The I-15 Duncan Canyon interchange project is located half way between two existing interchanges which are approx 3.25 miles apart. Constructing this interchange will dramatically reduce exisiting congestion at the two adjacent existing interchanges and reduce the drive time for the traveling public to access the freeway system.

Project Benefits

The improvement will focus on operational cost savings, reduce travel times, and the benefits of reduced air emissions. Additional benefits include congestion at the existing I-15/Sierra Ave. and I-15/ Summit Ave. Interchanges by providing additional access point to the I-15 freeway. The CSMP was prepared by Caltrans. The CSMP was approved in October 2011 and implemented in November 2011.

Project Milestone			Proposed
Project Study Report Approved			
Begin Environmental (PA&ED) Phase			09/01/07
Circulate Draft Environmental Document	Document Type	ND/FONSI	11/14/08
Draft Project Report			11/14/08
End Environmental Phase (PA&ED Milestone)			11/03/12
Begin Design (PS&E) Phase			11/01/08
End Design Phase (Ready to List for Advertisement Milestone)			04/20/12
Begin Right of Way Phase			09/01/09
End Right of Way Phase (Right of Way Certification Milestone)			03/29/12
Begin Construction Phase (Contract Award Milestone)			07/10/12
End Construction Phase (Construction Contract Acceptance Milestone)			04/01/14
Begin Closeout Phase			04/02/14
End Closeout Phase (Closeout Report)			10/01/14

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ATTACHMENT 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 03/14/12

County	CT District	PPNO	TCRP Project No.	EA
SBD	08			0H130
Project Title:	I-15 Duncan Canyon Interchange			

Proposed Total Project Cost									Notes
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	
E&P (PA&ED)	1,020							1,020	
PS&E	2,500							2,500	
R/W SUP (CT)									
CON SUP (CT)									
R/W		2,800						2,800	
CON			28,000					28,000	
TOTAL	3,520	2,800	28,000					34,320	

Fund No. 1:	City of Fontana- Development Fee Program								Program Code
Proposed Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)	1,020							1,020	City of Fontana
PS&E	2,500							2,500	
R/W SUP (CT)									
CON SUP (CT)									
R/W		2,800						2,800	
CON			10,028					10,028	
TOTAL	3,520	2,800	10,028					16,348	

Fund No. 2:	State Bond- State and Local Partnership Program (SLPP)								Program Code
Proposed Funding									20.30.210.200
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									State - CTC
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			1,972					1,972	
TOTAL			1,972					1,972	

Fund No. 3:	Corridor Mobility Improvement Account								Program Code
Proposed Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									State - CTC
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			12,000					12,000	
TOTAL			12,000					12,000	

BRD1204a1-wl

ATTACHMENT 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 03/14/12

County	CT District	PPNO	TCRP Project No.	EA
SBD	08			0H130

Project Title: I-15 Duncan Canyon Interchange

Fund No. 4: Local Funds -SANBAG Measure I

Program Code: 20.10.400.100

Funding Agency: San Bernardino Associated Govern

Proposed Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON			4,000					4,000
TOTAL			4,000					4,000

Fund No. 5:

Program Code:

Funding Agency:

Proposed Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

Fund No. 6:

Program Code:

Funding Agency:

Proposed Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

Fund No. 7:

Program Code:

Funding Agency:

Proposed Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

BRD1204a1-wl

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
PROJECT BASELINE AGREEMENT

1. PARTIES AND DATE

1.1 This Project Baseline Agreement (Agreement) for the *I-15 Ranchero Road Interchange*, effective on _____, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the *City of Hesperia* and the *San Bernardino Associated Governments* (Project Sponsors), sometimes collectively referred to as the "Parties".

2. RECITAL

2.1 Whereas at its _____ Meeting, the California Transportation Commission amended the Corridor Mobility Improvement Account Program and included in this program of projects the *I-15 Ranchero Road Interchange*. The parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form, as the baseline for project monitoring by the California Transportation Commission. The undersigned Project Sponsor certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

3. GENERAL PROVISIONS

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

3.1 To meet the requirements of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and to Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193).

3.2 To adhere to the provisions of the California Transportation Commission Resolution CMIA-P-0910-01, "Adoption of Amendment to the Corridor Mobility Account Program," dated May 19, 2010.

3.3 To adhere to the California Transportation Commission's Corridor Mobility Account Guidelines.

3.4 To adhere to the California Transportation Commission's Accountability Implementation Plan and policies, and program and baseline amendment processes.

3.5 The Sponsoring Agency agrees to secure funds for any additional costs of the project. Any change to the funding commitments outlined in this agreement requires an amendment.

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3.7 To maintain and make available to the California Transportation Commission and/or its designated representative, all work related documents, including engineering and financial data, during the course of the project and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.

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4. SPECIFIC PROVISIONS AND CONDITIONS

4.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

SIGNATURE PAGE
TO
CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
PROJECT BASELINE AGREEMENT

_____

Ty Schuiling **Date**
Interim Executive Director
San Bernardino Associated Governments

_____

Mike Podegracz **Date**
City Manager
City of Hesperia

_____

Malcolm Dougherty **Date**
Acting Director
California Department of Transportation

_____

Bimla G. Rhinehart
Executive Director
California Transportation Commission

ATTACHMENT 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

General Instructions

☑ New Project ☐ Amendment (Existing Project) | Date: 03/20/12

Caltrans District	EA	PPNO	MPO ID	TCRP No.
08	34160	0172I	31279	

County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency	
SBD	15	29.5	30.9	SANBAG	
				MPO	Element
				SCAG	CO

Project Mgr/Contact	Phone	E-mail Address
Barbara Fortman	909-884-8276	Bfortman@sanbag.ca.gov

Project Title

I-15 RANCHERO ROAD INTERCHANGE CONSTRUCTION

Location, Project Limits, Description, Scope of Work, Legislative Description

On I-15 in Hesperia at Ranchero Road between Joshua Street and Oak Hill Road - Construct interchange at Ranchero Road. The project is included in the 2011 SCAG RTP and 2011 FSTIP. Improves California economic competitiveness and quality of life by reducing delay for consumer and commercial vehicles and providing access to developing communities

Component	Implementing Agency	Reimbursements
PA&ED	Hesperia	
PS&E	Hesperia	
Right of Way	Hesperia	
Construction	SANBAG	

Legislative Districts

Assembly:	36	Senate:	17
Congressional:	41		

Purpose and Need

This project is located in the middle of the San Bernardino County CMIA/CMP I-15 Corridor. This project proposes to construct a new interchange on I-15 at Ranchero Road resulting in operational improvements through the Victor Valley, which serves recreational, commercial and regional commuters during both on- and off-peak travel periods. The project is designed to provide additional access to I-15 to meet current travel demand and reduce congestion at the existing adjacent interchange.

Project Benefits

This project will improve mainline operations by relieving the backup on the existing Main Street off-ramp, relieve traffic congestion and reduce traffic delays during peak operating hours at the adjacent Main Street interchange and relieve traffic congestion and reduce traffic delays during peak operating hours on existing arterial and collector roads adjacent to I-15. The project will also provide vehicular access to existing nearby residential, commercial, and industrial areas. The CSMP was provided by Caltrans, adapted in October 2011 and implemented in November 2011.

Project Milestone			Proposed
Project Study Report Approved			07/01/06
Begin Environmental (PA&ED) Phase			08/01/07
Circulate Draft Environmental Document	Document Type	ND/FONSI	
Draft Project Report			10/01/09
End Environmental Phase (PA&ED Milestone)			03/01/10
Begin Design (PS&E) Phase			11/01/08
End Design Phase (Ready to List for Advertisement Milestone)			05/18/12
Begin Right of Way Phase			03/01/10
End Right of Way Phase (Right of Way Certification Milestone)			05/18/12
Begin Construction Phase (Contract Award Milestone)			08/01/12
End Construction Phase (Construction Contract Acceptance Milestone)			08/01/14
Begin Closeout Phase			09/01/14
End Closeout Phase (Closeout Report)			09/01/16

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ATTACHMENT 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 03/20/12

County	CT District	PPNO	TCRP Project No.	EA
SBD	08	0172I		34160
Project Title:	I-15 RANCHERO ROAD INTERCHANGE CONSTRUCTION			

Proposed Total Project Cost									Notes
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	
E&P (PA&ED)	1,005							1,005	
PS&E	3,570							3,570	
R/W SUP (CT)									
CON SUP (CT)									
R/W	15,550							15,550	
CON			44,221					44,221	
TOTAL	20,125		44,221					64,346	

Fund No. 1:	Corridor Management Improvement Account (CMIA) Program								Program Code
Proposed Funding									20.20.721.000
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									Caltrans
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			21,135					21,135	
TOTAL			21,135					21,135	

Fund No. 2:	Local Funds- City								Program Code
Proposed Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)	1,005							1,005	City of Hesperia
PS&E	3,570							3,570	
R/W SUP (CT)									
CON SUP (CT)									
R/W	8,516							8,516	
CON			3,000					3,000	
TOTAL	13,091		3,000					16,091	

Fund No. 3:	IMD Federal (PL 109-59, PL 111-68, H.R. 1105 Omnibus Appropriation)								Program Code
Proposed Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									Federal IMDs
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			3,008					3,008	
TOTAL			3,008					3,008	

BRD1204a1-wl

ATTACHMENT 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 03/20/12

County	CT District	PPNO	TCRP Project No:	EA
SBD	08	0172I		34160

Project Title: I-15 RANCHERO ROAD INTERCHANGE CONSTRUCTION

Fund No. 4: State RIP

Program Code: 20.20.075.600

Funding Agency: SANBAG

Proposed Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W	7,034							7,034
CON			7,979					7,979
TOTAL	7,034		7,979					15,013

Fund No. 5: SLPP- Statewide Competitive

Program Code:

Funding Agency: State SLPP

Proposed Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON			1,000					1,000
TOTAL			1,000					1,000

Fund No. 6: SLPP- Regional (SANBAG)

Program Code: SLPP-SANBAG

Proposed Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON			4,050					4,050
TOTAL			4,050					4,050

Fund No. 7: Local Funds- SANBAG Measure I

Program Code:

Funding Agency: SANBAG

Proposed Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON			4,049					4,049
TOTAL			4,049					4,049

BRD1204a1-wl

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
PROJECT BASELINE AGREEMENT

1. PARTIES AND DATE

1.1 This Project Baseline Agreement (Agreement) for the *I-215 Newport Ave Bridge Replacement Project*, effective on _____, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans) and the *San Bernardino Associated Governments* (Project Sponsors), sometimes collectively referred to as the "Parties".

2. RECITAL

2.1 Whereas at its _____ Meeting, the California Transportation Commission amended the Corridor Mobility Improvement Account Program and included in this program of projects the *I-215 Newport Ave Bridge Replacement Project*. The parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form, as the baseline for project monitoring by the California Transportation Commission. The undersigned Project Sponsor certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

3. GENERAL PROVISIONS

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

3.1 To meet the requirements of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and to Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193).

3.2 To adhere to the provisions of the California Transportation Commission Resolution CMIA-P-0910-01, "Adoption of Amendment to the Corridor Mobility Account Program," dated May 19, 2010.

3.3 To adhere to the California Transportation Commission's Corridor Mobility Account Guidelines.

3.4 To adhere to the California Transportation Commission's Accountability Implementation Plan and policies, and program and baseline amendment processes.

3.5 The Sponsoring Agency agrees to secure funds for any additional costs of the project. Any change to the funding commitments outlined in this agreement requires an amendment.

3.6 To report to the California Transportation Commission on a quarterly basis on the progress made toward the implementation of the project, including scope, cost, and schedule.

3.7 To maintain and make available to the California Transportation Commission and/or its designated representative, all work related documents, including engineering and financial data, during the course of the project and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.

3.8 The California Transportation Commission and/or its designated representative, has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Sponsoring Agency, and any subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project. Audits with be conducted in accordance with Generally Accepted Government Auditing Standards.

4. SPECIFIC PROVISIONS AND CONDITIONS

4.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

SIGNATURE PAGE
TO
CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
PROJECT BASELINE AGREEMENT

_____

Ty Schuiling **Date**
Interim Executive Director
San Bernardino Associated Governments

_____

Malcolm Dougherty **Date**
Acting Director
California Department of Transportation

_____

Bimla G. Rhinehart
Executive Director
California Transportation Commission

ATTACHMENT 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

General Instructions

☑ New Project ☐ Amendment (Existing Project) | Date: 03/20/12

Caltrans District	EA	PPNO	MPO ID	TCRP No.
08	0P510	0243E	SCAG	

County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency	
SB	215	1.78	1.78	SANBAG	
				MPO	Element
				SCAG	CO

Project Mgr/Contact	Phone	E-mail Address
Khalil Saba	(909) 884-8276	ksaba@sanbag.ca.gov

Project Title

I-215 Newport Avenue Bridge Replacement Project

Location, Project Limits, Description, Scope of Work, Legislative Description

Project is located along I-215 and Newport Avenue (postmile 1.78) in the City of Grand Terrace in San Bernardino County, California.

Component	Implementing Agency	Reimbursements
PA&ED	Caltrans	
PS&E	Caltrans	
Right of Way	SANBAG	
Construction	Caltrans	

Legislative Districts

Assembly:	63	Senate:	32
Congressional:	41		

Purpose and Need

The portion of I-215 between the SR-91/SR-60/I-215 Interchange in Riverside County to I-15 to the north currently has three bridge overcrossing structures that have low vertical clearances that pose accessibility issues for tractor trailers and other oversized vehicles. The reduced vertical clearance affects the function of the corridor as a significant inter-regional trade and goods movement corridor. Two separate project will address the vertical clearance deficiencies of two of the bridges. This project would correct the vertical clearance deficiency of the I-215 Newport Avenue Bridge.

Project Benefits

Improve accessibility for I-215 for tractor trailers and other oversized vehicles. This project would reduce or eliminate out-of-direction travel for oversized vehicles. Together with the I-215 Bi-County CMIA project, the Daily Vehicle Hours of Delay Saved: 14,571 hrs. Daily Peak Hour Person-Minutes Saved: 268,060 min. The CSMP was provided by Caltrans, adoped in July 2011 and implemented in August 2011.

Project Milestone			Proposed
Project Study Report Approved			08/02/10
Begin Environmental (PA&ED) Phase			09/13/10
Circulate Draft Environmental Document	Document Type	CE/CE	n/a
Draft Project Report			11/09/11
End Environmental Phase (PA&ED Milestone)			11/09/11
Begin Design (PS&E) Phase			05/17/11
End Design Phase (Ready to List for Advertisement Milestone)			04/11/12
Begin Right of Way Phase			11/10/11
End Right of Way Phase (Right of Way Certification Milestone)			03/28/12
Begin Construction Phase (Contract Award Milestone)			08/31/12
End Construction Phase (Construction Contract Acceptance Milestone)			03/18/16
Begin Closeout Phase			03/21/16
End Closeout Phase (Closeout Report)			03/21/18

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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ATTACHMENT 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 03/20/12

County	CT District	PPNO	TCRP Project No.	EA
SB	08	0243E		0P510
Project Title:	I-215 Newport Avenue Bridge Replacement Project			

Proposed Total Project Cost									Notes
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	
E&P (PA&ED)			502					502	
PS&E			867					867	
R/W SUP (CT)									
CON SUP (CT)			361					361	
R/W			456					456	
CON			3,088					3,088	
TOTAL			5,274					5,274	

Fund No. 1:	Corridor Mobility Improvement Account (CMIA)								Program Code
Proposed Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									SANBAG
PS&E									
R/W SUP (CT)									
CON SUP (CT)			361					361	
R/W									
CON			3,088					3,088	
TOTAL			3,449					3,449	

Fund No. 2:	Minor Program								Program Code
Proposed Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)			502					502	Caltrans
PS&E			867					867	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL			1,369					1,369	

Fund No. 3:	Measure I								Program Code
Proposed Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									SANBAG
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W			456					456	
CON									
TOTAL			456					456	

BRD1204a1-wl

ATTACHMENT 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 03/20/12

County	CT District	PPNO.	TCRP Project No.	EA
SB	08	0243E		0P510
Project Title:	I-215 Newport Avenue Bridge Replacement Project			

Fund No. 4:									Program Code
Proposed Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 5:									Program Code
Proposed Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 6:									Program Code
Proposed Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 7:									Program Code
Proposed Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

BRD1204a1-wl

AGENCY REPORTS

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

Members of the Governing Board:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich
Supervisor
County of Los Angeles

John J. Benoit
Supervisor, Fourth District
County of Riverside

Michael A. Cacciotti
Mayor, South Pasadena
Cities of Los Angeles County/
Eastern Region

Jane W. Carney
Senate Rules Appointee

Josie Gonzales
Supervisor, Fifth District
County of San Bernardino

Ronald O. Loveridge
Mayor, Riverside
Cities of Riverside County

Joseph K. Lyou, Ph.D.
Governor's Appointee

Judith Mitchell
Councilmember, Rolling Hills Estates
Cities of Los Angeles County/
Western Region

Shawn Nelson
Supervisor, Fourth District
County of Orange

Jan Perry
Councilmember, 9th District
City of Los Angeles Representative

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

March 7, 2012

To: Mayors and Councilmembers

From: Dennis R. Yates, Mayor/City of Chino
Vice Chairman, South Coast AQMD Governing Board
Representative, Cities of San Bernardino County

Attached are the agenda items and outcomes of the March 2, 2012 AQMD Governing Board meeting.

PUBLIC HEARING ITEMS AT THE MARCH 2, 2012 BOARD MEETING

Amend Rule 1470 – Requirements for Stationary Diesel-Fueled Internal Combustion and Other Compression Ignition Engines
The proposal would amend Rule 1470 in response to the 2007 and 2011 amendments to the state Airborne Toxic Control Measure (ATCM) for Stationary Compression Ignition Engines and the Board's direction on October 7, 2011. The key amendments primarily impact new stationary emergency standby diesel engines NOx and PM requirements. The NOx emission limits would be removed due to technical feasibility, and PM requirements would be retained for engines located near sensitive receptors. Other amendments are also proposed to directly reference the ATCM or to coincide with the ATCM amendments.

Continued by the Board for consideration/discussion and further direction to staff at the Board Retreat scheduled for April 12 -13, 2012 at the Desert Springs JW Marriott Resort in Palm Desert.

Votes: 11 Yes; 0 No; 0 Abstain; 2 Absent.

Annual RECLAIM Audit Report for 2010 Compliance Year
The annual report on the NOx and Sox RECLAIM program is prepared in accordance with Rule 2015 – Backstop Provisions. The report assesses emission reductions, availability of RECLAIM Trading Credits (RTCs) and their average annual prices, job impacts, compliance issues, and other

measures of performance for the seventeenth year of this program. In addition, recent trends in trading future year RTCs are analyzed and presented in this report. Further, a list of facilities that did not reconcile their emissions for the 2010 Compliance Year is included with the report.

Votes: 10 Yes; 0 No; 0 Abstain; 3 Absent.

Approve and Adopt Technology Advancement Office Clean Fuels Program Annual Report and Plan Update

As a requirement of the Clean Fuels Program funding, the Technology Advancement Office must submit to the Legislative Analyst by March 31st of each year an approved Annual Report for the past year and a Plan Update for the current calendar year. Staff has reviewed the Clean Fuels Program with the Clean Fuels Advisory Group, the Technology Advancement Advisory Group, and other technical experts. Additionally, staff presented the 2012 Clean Fuels Program Draft Plan Update to the Board for review and comment at its October 7, 2011 meeting. At this time, staff is submitting the final Technology Advancement Clean Fuels Program Annual Report and Plan Update for Board approval.

Votes: 10 Yes; 1 No; 0 Abstain; 2 Absent.

PUBLIC HEARING ITEMS SCHEDULED FOR THE APRIL 6, 2012 BOARD MEETING

Amend Regulation IX - Standards of Performance for New Stationary Sources

Periodic amendments to Regulation IX incorporate new or amended federal performance standards for new stationary sources by reference. The NSPSs proposed for incorporation into Regulation IX enacted by U.S. EPA in 2011 are: clarifying regulatory text for Portland cement plants; amending testing requirements for steam generating units electing to install PM CEMS and amending opacity monitoring requirements for those exempt from installing opacity CEMS; staying three effective dates for petroleum refineries; establishing standards for nine pollutants for sewage sludge incineration units treating domestic sewage sludge; adopting amendments to address air emissions from commercial and industrial solid waste incineration units; establishing amendments to performance standards for hospital/medical/infectious waste incinerators; and revising standards for new stationary compression ignition and spark ignition internal combustion engines.

Amend Rule 461 - Gasoline Transfer and Dispensing

The proposed amendment will provide non-retail facilities that meet certain conditions and have fleets with 100% On-board Refueling Vapor Recovery, with an alternate way to comply in lieu of installing Phase II Enhanced Vapor Recovery systems certified by CARB, remove temporary exemptions for dispensing of E-85, change the deadline for submitting monthly gasoline throughput records to a specific date, add specific requirements for backfill inspections, require compliance with applicable CARB requirements or procedures and make other non-substantial changes to provide clarification, improve enforceability and make administrative changes.

Please find enclosed, for your information, the *SCAQMD Advisor*.

Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Gwenn Norton-Perry, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on February 16, 2012. The MSRC's next meeting is currently scheduled for Thursday, March 15, 2012, at 2:00 p.m. in Conference Room CC8.

Meeting Minutes Approved
At its February 16, 2012 meeting, the MSRC unanimously approved the minutes from its last meeting.

Issuance of Multiple Solicitations to Implement FY 2011-12 Work Program
At its December 15, 2011 meeting, the MSRC unanimously approved conceptual work program categories and funding allocations totaling more than $26 million for the FY 2011-12 AB 2766 Discretionary Fund Work Program. At their February 16, 2012 meeting, the MSRC approved multiple solicitations to begin implementation of the FY 2011-12 AB 2766 Discretionary Fund Work Program. These solicitations, which will be considered for release by the AQMD Board on March 2, 2012, are as follows:

1) Local Government Match Program Announcement #PA2012-14 ($6.5 million target funding) – provides funding for new alternative fuel stations, upgrades and expansions of existing stations and maintenance facilities, mobile hydrogen refueling, medium- and heavy-duty alternative fuel vehicles, electric vehicle charging infrastructure, and regional street sweeping programs in the Coachella Valley (this last category has a $250,000 reserve). Funding for eligible projects will be provided on a dollar-for-dollar basis of matching AB 2766 Subvention Funds with a per-county geographic minimum of $812,500. The PA application acceptance period will be April 10 through June 8, 2012, with applications accepted electronically only;

2) Alternative Fuel Infrastructure Program Announcement #PA2012-10 ($4 million target funding) – provides funding for public or private new limited or public

access alternative fuel stations, existing stations upgrades and facility modifications as well as extra funding for stations using CNG production from renewable sources. Eligible projects will be funded on a first-come, first-served basis with funding up to 50 percent of eligible costs with maximum caps ranging from $100,000 to $350,000. The PA application acceptance period will be April 12 through September 28, 2012, with applications accepted electronically only;

3) Major Event Center Transportation Program Announcement #PA2012-10 ($2 million funding target) – provides funding to enhance transportation services for venues not currently served by sufficient transportation service for major event centers and/or transportation providers with occupancy of at least 5,000 and event attendance of at least 2,000. The maximum funding cap per entity is $1 million with a maximum per event center not to exceed $600,000 unless insufficient meritorious proposals are received and/or the MSRC allocates additional funds to this Program. The PA application acceptance period will be March 2 through September 28, 2012, with proposals accepted via traditional print submission;

4) On-Road Alternative Fuel Engine Repower Program Announcement #PA2012-11 ($2 million funding target) – provides funding to cover the incremental cost, up to $25,000 per qualifying vehicle, for the repower of on-road, heavy-duty model year 2005 or older vehicles with either new alternative fuel or diesel engines. New engines must be CNG, LNG, LPG, hydrogen or battery electric and CARB-certified at or below 0.2 g/bhp-hr NO_x and 0.01 g/bhp-hr PM. The maximum per-entity cap shall not exceed 30% of the total available funding. The PA application acceptance period will be April 5 through June 1, 2012, with proposals accepted via traditional print submission;

5) Medium-Duty and Medium-Heavy Duty Vehicle Purchase Program Announcement #PA2012-13($2.5 million funding target) – provides funding to cover the incremental cost, ranging from $10,000 to $25,000 depending on gross vehicle weight, towards purchasing new on-road "near-zero emission" medium-duty vehicles equipped with dedicated alternative fuel engines or zero-emission drive system technologies CARB-certified at or below 0.2 g/bhp-hr NO_x. The maximum per-entity cap shall not exceed 20% of the total available funding. The PA application acceptance period will be April 10 through September 28, 2012, with proposals accepted via traditional print submission; and

6) Alternative Fuel School Bus Incentives Program RFQ #Q2012-10 – ($1.5 million funding target) – seeks qualified vendors to offer buydown incentives for qualifying natural gas, LPG, or advanced technology alternative fuel or gasoline hybrid-electric school buses. Buydown incentives will range from $15,000 to

$45,000 per bus depending upon vehicle type. These incentives are offered for new buses expanding school districts' fleets versus the AQMD's Lower-Emission School Bus Program which requires the replacement and scrappage of an older bus. School bus vendors previously qualified do not have to resubmit unless they seek to add additional bus types beyond those already qualified. The RFQ qualification acceptance period will be March 2 through April 17, 2012, with proposals accepted via traditional print submission.

The MSRC will consider additional solicitations in the near future to continue implementation of its FY 2011-12 Work Program. Once approved by the MSRC, they will be submitted to the AQMD to seek approval for release.

Received and Approved Final Reports
The MSRC received and approved three final report summaries, as follows:

1. City of Los Angeles/Bureau of Sanitation Contract #MS08053, which provided $400,000 to install an L/CNG fueling station;
2. Ware Disposal Company Contract #MS10009, which provided $123,353 towards the purchase of four trucks equipped with advanced natural gas engines; and
3. Palm Springs Disposal Services Contract #MS07049, which provided $96,000 towards the purchase of three trucks equipped with advanced natural gas engines.

All final reports are filed in the AQMD's library and a two-page summary of each closed project can be viewed in the electronic library on the MSRC's website at http://www.cleantransportationfunding.org.

Contract Modification Requests
The MSRC considered two additional contract modification requests and took the following unanimous actions:

1. For City of Los Angeles/Department of General Services Contract #MS07061, which provides $40,626 for an Off-Road Diesel Equipment Retrofit Program, approval of a 12-month, no-cost term extension; and
2. For Reed Thomas Company Contract #MS07076, which provides $339,073 for an Off-Road Diesel Equipment Retrofit Program, approval of a nine-month, no-cost term extension.

Contracts Administrator's Report
The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2003-04 through the present.

ADDITIONAL INFORMATION

SANBAG Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	J. Harrison			
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton			P. Eaton
District 10 (Chino, Chino Hills, Ontario)	G. Duncan			G. Duncan
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	G. Coleman	G. Coleman		
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Acting as County Transportation Commission	B. Mitzelfelt			B. Mitzelfelt
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Julie McIntyre Vacant (Mike Leonard) Ray Musser	Vacant (J. Williams) E. Scott	R. McEachron A. Wapner

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years.

Stipend Summary

SCAG Regional Council members receive a $120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Administrative Committee Membership consists of 12 SANBAG Board Members: SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee Chairs are included in this policy committee. Note: Should the chairs of the Plans and Programs, Commuter Rail and Transit, and either the Major Projects or Mountain/Desert committees all be from the East Valley, all from the West Valley, or all from the Mountain/Desert, additional members will be added to maintain geographical balance. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of $25,000 with notification to the Board of Directors.	Janice Rutherford, Supervisor, Vice President (Chair) Larry McCallon, Highland, President (Vice Chair) Brad Mitzelfelt, Supervisor, Past President Pat Morris, San Bernardino* (Chair - CRTC) Jim Harris, Twentynine Palms (Chair - MDC) Richard Riddell, Yucaipa (Chair – MPC) Bill Jahn, Big Bear Lake (Chair - PPC) Neil Derry, Supervisor Josie Gonzales, Supervisor Ed Graham, Chino Hills Mike Leonard, Hesperia Gary Ovitt, Supervisor Rhodes "Dusty" Rigsby, Loma Linda Rick Roelle, Apple Valley Ed Scott, Rialto Dennis Yates, Chino	6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012
Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Morris, San Bernardino* (Chair) Paul Eaton, Montclair* (Vice Chair) Pete Aguilar, Redlands Neil Derry, Supervisor Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland** L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland Richard Riddell, Yucaipa Alan Wapner, Ontario**	Indeterminate (6/30/2012) Indeterminate (6/30/2012) 12/31/2012 12/31/2012 12/31/2012 12/31/2012 Indeterminate 12/31/2012 12/31/2012 12/31/2012 Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Jim Harris, Twentynine Palms (Chair) Julie McIntyre, Barstow (Vice Chair) Neil Derry, Supervisor George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Ryan McEachron, Victorville Brad Mitzelfelt, Supervisor Edward Paget, Needles Rick Roelle, Apple Valley Janice Rutherford, Supervisor Cari Thomas, Adelanto	Indeterminate (6/30/2012) Indeterminate (6/30/2012) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Major Projects Committee Membership consists of 19 SANBAG Board Members from jurisdictions in the Valley and County Supervisors representing areas in the Valley.	Provides policy guidance and recommendations to the Board of Directors on issues related to the Measure I Major Projects in the Valley.	Richard Riddell, Yucaipa (Chair) Michael Tahan, Fontana (Vice Chair) Pete Aguilar, Redlands Neil Derry, Supervisor Paul Eaton, Montclair Josie Gonzales, Supervisor Ed Graham, Chino Hills Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Patrick Morris, San Bernardino Ray Musser, Upland Gary Ovitt, Supervisor Rhodes "Dusty" Rigsby, Loma Linda Janice Rutherford, Supervisor Ed Scott, Rialto Walt Stanckiewitz, Grand Terrace Alan Wapner, Ontario Dennis Yates, Chino Sarah Zamora, Colton	Indeterminate (6/30/2012) Indeterminate (6.30/2-12) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Plans & Programs Committee Membership consists of 14 Board Members: 3 city SANBAG Board Members from each of the West Valley, East Valley, and Mountain/Desert subregions All County Supervisors City members shall be elected by caucus of city SANBAG Board Members within the subarea.	Provides ongoing policy level oversight for: (1) State and federal funding and programming requirements and related actions; (2) Congestion Management Program, Comprehensive Transportation Plan, and input into the Regional Transportation Plans; and (3) Transit, Call Box, Rideshare, and Freeway Service Patrol programs. Committee has authority to approve contracts in excess of $25,000 with notification to Board of Directors	Bill Jahn, Big Bear Lake (Chair) L. Dennis Michael, Rancho Cucamonga (Vice Chair) Neil Derry, Supervisor Paul Eaton, Montclair Josie Gonzales, Supervisor George Huntington, Yucca Valley Larry McCallon , Highland Brad Mitzelfelt, Supervisor Patrick Morris, San Bernardino Gary Ovitt, Supervisor Richard Riddell, Yucaipa Rick Roelle, Apple Valley Janice Rutherford, Supervisor Alan Wapner, Ontario	12/31/2011 (6/30/2012) 12/31/2011 (6/30/2013) Indeterminate 12/31/2012 Indeterminate 12/31/2012 12/31/2012 Indeterminate 12/31/2013 Indeterminate 12/31/2012 12/31/2012 Indeterminate 12/31/2013

Policy Committee Meeting Times

Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail & Transit Committee	Third Thursday, 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans & Programs Committee	Third Wednesday, 12:00 noon, SANBAG Offices

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Audit Subcommittee of the Administrative Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.	The responsibilities of the Audit Subcommittee shall be to: • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.	Audit Subcommittee (for FY 2010-2011 Audit) - SANBAG President – Larry McCallon, Highland - Vice President – Janice Rutherford, Supervisor - Immediate Past President – Brad Mitzelfelt, Supervisor - Presidential Appointment – Walt Stanckowitz, Grand Terrace
Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.	Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.	Pat Morris, San Bernardino, Chair Richard Riddell, Yucaipa Larry McCallon, Highland

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.	SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act committee.	Meets on the first Thursday of each month at 10:00 AM, at SANBAG.
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1)Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4)Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.	Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.	The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff. Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act meetings.	Varies with the PDT, at SANBAG.

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.

Approved June 2, 1993
Reaffirmed March 6, 1996